PUBLIC NOTICE

AMENDED AGENDA

LOCKHART CITY COUNCIL

May 3, 2022

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS
217 SOUTH MAIN STREET, 3RD FLOOR
LOCKHART, TEXAS

6:30 P.M. **WORK SESSION (No Action)**

Work session will be held to receive briefings and to initially discuss all items contained on the Agenda posted for 7:30 p.m. Generally, this work session is to simplify issues as it relates to the agenda items. No vote will be taken on any issues discussed or reviewed during the work session.

DISCUSSION ONLY

A. Presentation and discussion regarding the Downtown Revitalization Final Conceptual Design Report from TRC Engineers, Inc. and Rialto Studio. 6-19

B. Discussion regarding comments received from the public regarding redistricting plans for City Council districts, plans proposed by the public, including possible amendments to a proposed plan, including a plan drawing session. 20-24

The City Council may go into executive session pursuant to Texas Government Code, Section 551.071 to receive advice from legal counsel regarding the City's redistricting obligations.

C. Discussion regarding an effective date for a redistricting plan for City Council districts. 25

D. Discussion of possible adoption of a redistricting plan for City Council districts as outlined in Resolution 2022-24. 26-39

E. Presentation of a proclamation declaring May 21, 2022 as "*Kids to Parks Day*". 40

F. Discuss renewing agreement with Jack Pearce, LLC with an amendment for the leasing of properties located at West Market Street and South Commerce Street and approving the Mayor to sign the Renewal of Lease if approved. 41-47

G. Receive and discuss the 2nd Quarter Investment Report for Fiscal Year 2021-2022. 48-57

H. Discuss Ordinance 2022-18 approving Budget Amendment 67 for the purchase of a new Frazer Type I ambulance for Lockhart EMS through Frazer, Ltd. utilizing the Houston-Galveston Area Council (H-GAC) as the procurement method. 58-77

I. Discuss purchase of a powered loading system and powered cot through Stryker Medical to be installed in a new Frazer Type I ambulance being purchased for Lockhart EMS. 78-87

J. Discuss the proposed *Texas Monthly* 2022 BBQ World's Fair Event Sponsorship Agreement for the November 5 - 6, 2022 Texas Monthly BBQ World's Fair Event. 88-109

K. Discuss Ordinance 2022-17 approving Budget Amendment 66, to allocate funds for services provided by an Insurance Services Office (ISO) consultant to assist the City of Lockhart in preventing a retrogression from a Public Protection Classification (PPC) 3/3X to a PPC 4/4X resulting from a ISO survey conducted on December 8, 2021. 110-145

L. Discuss Ordinance 2022-16 granting a revocable license pursuant to Sections 10.10 and 10.11 of the Home Rule Charter of the City of Lockhart for the erection of a gate across North Pecos Street at 1631 North Pecos Street. 146-151

M. Discussion regarding possible amendments to Chapter 64 regarding covered parking requirements in SF-1 and SF-2 residential development types. 152-156

N. Discuss a Tower Use License with Broussard Tower Rentals, Inc. to continue the City's use of the radio tower located at 1511 East Market St. within the City of Lockhart for the purposes of police, fire, EMS and other City related communications; and to authorize the Mayor to execute a Tower Use License with Clearview Tower Company III, LLC. to continue the City's use of a radio tower located near Luling, TX known as Iron Mountain for the same purposes as above. 157-176

O. Discussion regarding matters related to COVID-19. 177-196

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

Invocation. Pledge of Allegiance to the United States and Texas flags.

3. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the City Council on issues that are or are not on the agenda. No discussion can be carried out on the citizen/visitor comment about items not on the agenda. Comments are limited to three minutes per speaker.

4. PUBLIC HEARING/COUNCIL ACTION

A. Hold a PUBLIC HEARING on application ZC-22-13 by Srinivasa Prasad Kunche on behalf of CAM-TX Holdings, LLC, and discussion and/or action to consider Ordinance 2022-14 for a **Zoning Change** from *CHB Heavy Business District* to *RHD Residential High Density District* on Lot 2, Block 1, Moso Subdivision, consisting of 0.613 acres located at 1203 Blackjack Street (FM 20). 197-207

B. Hold a PUBLIC HEARING on application ZC-22-14 by Rosario Rodriguez, and discussion and/or action to consider Ordinance 2022-15 for a **Zoning Change** from *AO Agricultural-Open Space District* to *RMD Residential Medium Denisty District* on 5.001 acres out of the Esther Berry Survey, A-1, located at 2011 FM 1322. 208-219

5. CONSENT AGENDA

A. Approve renewing agreement with Jack Pearce, LLC with an amendment for the leasing of properties located at West Market Street and South Commerce Street and approving the Mayor to sign the Renewal of Lease if approved. 220-226

B. Acceptance of the 2nd Quarter Investment Report for Fiscal Year 2021-22. 227-236

6. DISCUSSION/ACTION ITEMS

A. Discussion and/or action regarding the Downtown Revitalization Final Conceptual Design Report from TRC Engineers, Inc. and Rialto Studio. 237-250

B. Discussion and consideration by the City Council of comments received from the public regarding redistricting plans for City Council districts, plans proposed by the public, including possible amendments to a proposed plan, including a plan drawing session. 251-255

The City Council may go into executive session pursuant to Texas Government Code, Section 551.071 to receive advice from legal counsel regarding the City's redistricting obligations.

C. Discussion and consideration of an effective date for a redistricting plan for City Council districts. 256

D. Discussion of, and possible adoption of a redistricting plan for City Council districts as outlined in Resolution 2022-24. 257-270

E. Discussion and/or action to consider Ordinance 2022-18 approving Budget Amendment 67 for the purchase of a new Frazer Type I ambulance for Lockhart EMS through Frazer, Ltd. utilizing the Houston-Galveston Area Council (H-GAC) as the procurement method. 271-290

F. Discussion and/or action to consider the purchase of a powered loading system and powered cot through Stryker Medical to be installed in a new Frazer Type I ambulance being purchased for Lockhart EMS. 291-300

G. Discussion and/or action to consider proposed *Texas Monthly* 2022 BBQ World's Fair Event Sponsorship Agreement for the November 5 - 6, 2022 Texas Monthly BBQ World's Fair Event. 301-322

H. Discussion and/or action to consider Ordinance 2022-17 approving Budget Amendment 66, to allocate funds for services provided by an Insurance Services Office (ISO) consultant to assist the City of Lockhart in preventing a retrogression from a Public Protection Classification (PPC) 3/3X to a PPC 4/4X resulting from a ISO survey conducted on December 8, 2021. 323-358

I. Discussion and/or action to consider Ordinance 2022-16 granting a revocable license pursuant to Sections 10.10 and 10.11 of the Home Rule Charter of the City of Lockhart for the erection of a gate across North Pecos Street at 1631 North Pecos Street. 359-364

J. Discussion and direction to staff regarding possible amendments to Chapter 64 regarding covered parking requirements in SF-1 and SF-2 residential development types. 365-369

K. Consider and take action to authorize the Mayor to execute a Tower Use License with Broussard Tower Rentals, Inc. to continue the City's use of the radio tower located at 1511 East Market St. within the City of Lockhart for the purposes of police, fire, EMS and other City related communications; and to authorize the Mayor to execute a Tower Use License with Clearview Tower Company III, LLC. to continue the City's use of a radio tower located near Luling, TX known as Iron Mountain for the same purposes as above. 370-389

L. Discussion regarding matters related to COVID-19.

390-409

7. CITY MANAGER'S REPORT, PRESENTATION AND POSSIBLE ACTION

- City of Lockhart FY 2022 Mid-Year Financial report.
- Update regarding city facility upgrades and subdivision developments.
- CARTS Ribbon cutting ceremony on May 2 at 12:00 p.m. at City Hall.
- Update about CARTS NOW.
- Update on Iron Ox grand opening.
- Cinco de Mayo events - May 6 and 7.

8. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

9. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071 TO CONSULT WITH THE CITY ATTORNEY, AND 551.087 REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS, IN CONNECTION WITH LEGAL ADVICE AND OPTIONS FOR ACTION REGARDING POSSIBLE AMENDMENT OR REPLACEMENT OF AN EXISTING CHAPTER 380 AGREEMENT AND INCENTIVES TO BE PROVIDED TO A BUSINESS PROSPECT.

10. OPEN SESSION

A. Discussion and/or action regarding matters discussed in Executive Session.

11. ADJOURNMENT

City Council shall have the right at anytime to seek legal advice in Executive Session from its Attorney on any agenda item, whether posted for Executive Session or not.

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the 29th day of April, 2022 at 4:50 p.m.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Presentation and discussion regarding the Downtown Revitalization Final Conceptual Design Report from TRC Engineers, Inc. and Rialto Studio.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Presentation of Downtown Revitalization Project, Final Conceptual Design Report and Open House Results.

On April 13, 2021, City Council directed the City Engineer to prepare a proposal for the Downtown Revitalization Project that would include public meetings, coordination with other governing entities, conceptual design alternatives for the nine block area of downtown, preliminary traffic route evaluation, cultural services, preliminary landscape designs and probable cost for the project.

The Final Conceptual Design Report for the Downtown Revitilization Project has been completed, taking into consideration the results from the two open houses held. Preliminary timelines and probable costs have also been produced as part of the final report.

The City Engineer and Rialto Studio will also be presenting an additional concept at the request of the City Council, a rendering of a plaza along the north side of the town square, and the probable costs that accompany these concepts.

PROJECT SCHEDULE (if applicable):
Council Approval of Conceptual Design-May 3, 2022
Design Proposal Approved by Council-June 7, 2022
Design-June 7, 2022, to June 1, 2023
Permitting-June 1 to September 1, 2023
Bidding-September 1 to December 1, 2023
Construction-December 1, 2023 to December 1, 2025

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

PREVIOUS COUNCIL ACTION: April 19, 2022- City Council discussed the Downtown Revitalization Final Conceptual Design Report from TRC Engineers, Inc. and Rialto Studio. Council requested an additional concept, a plaza rendering on the north side of the town square and probable costs for the final concepts.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Acceptance of Final Conceptual Design Report and authorizing staff to proceed with Downtown Revitalization Project's design phase.

LIST OF SUPPORTING DOCUMENTS: Presentation, Probable construction costs

DOWNTOWN REVITALIZATION PROJECT

CITY COUNCIL PRESENTATION

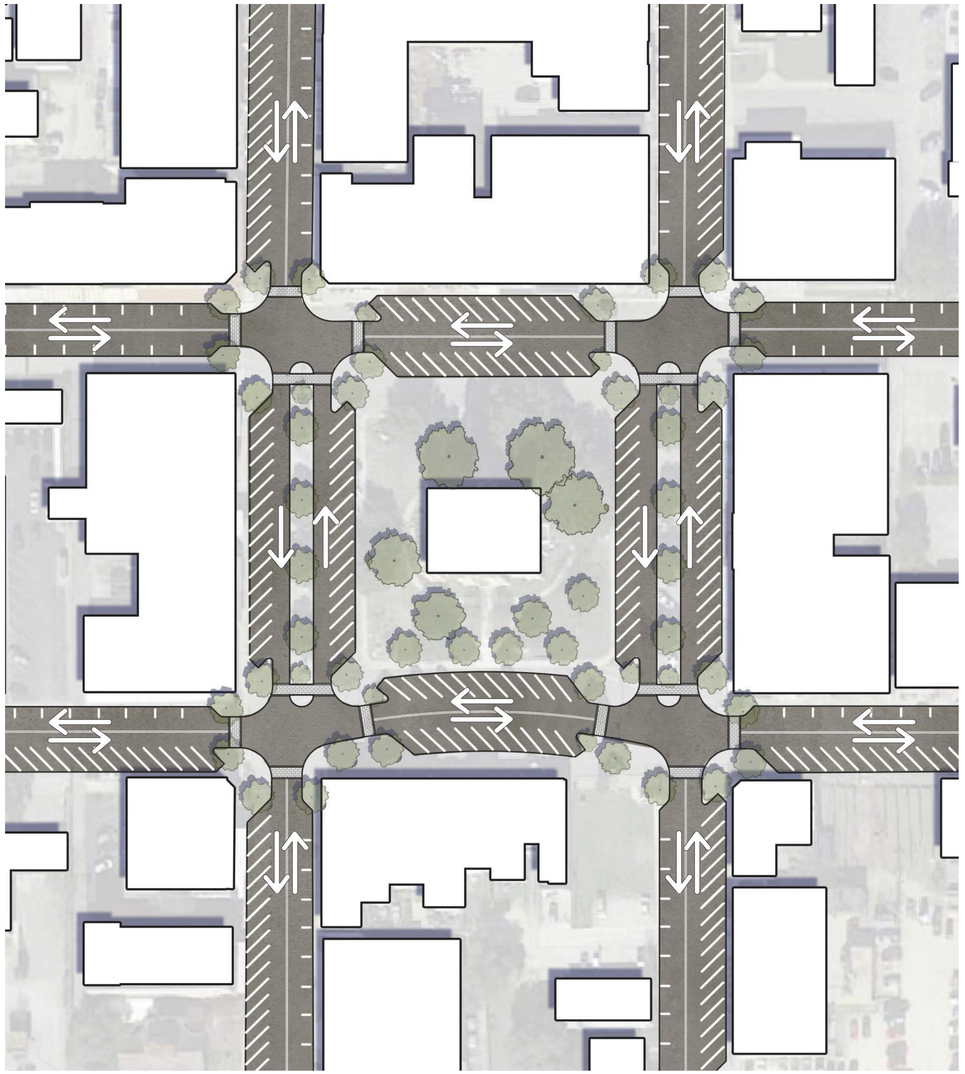
MAY 2022

Lockhart TEXAS

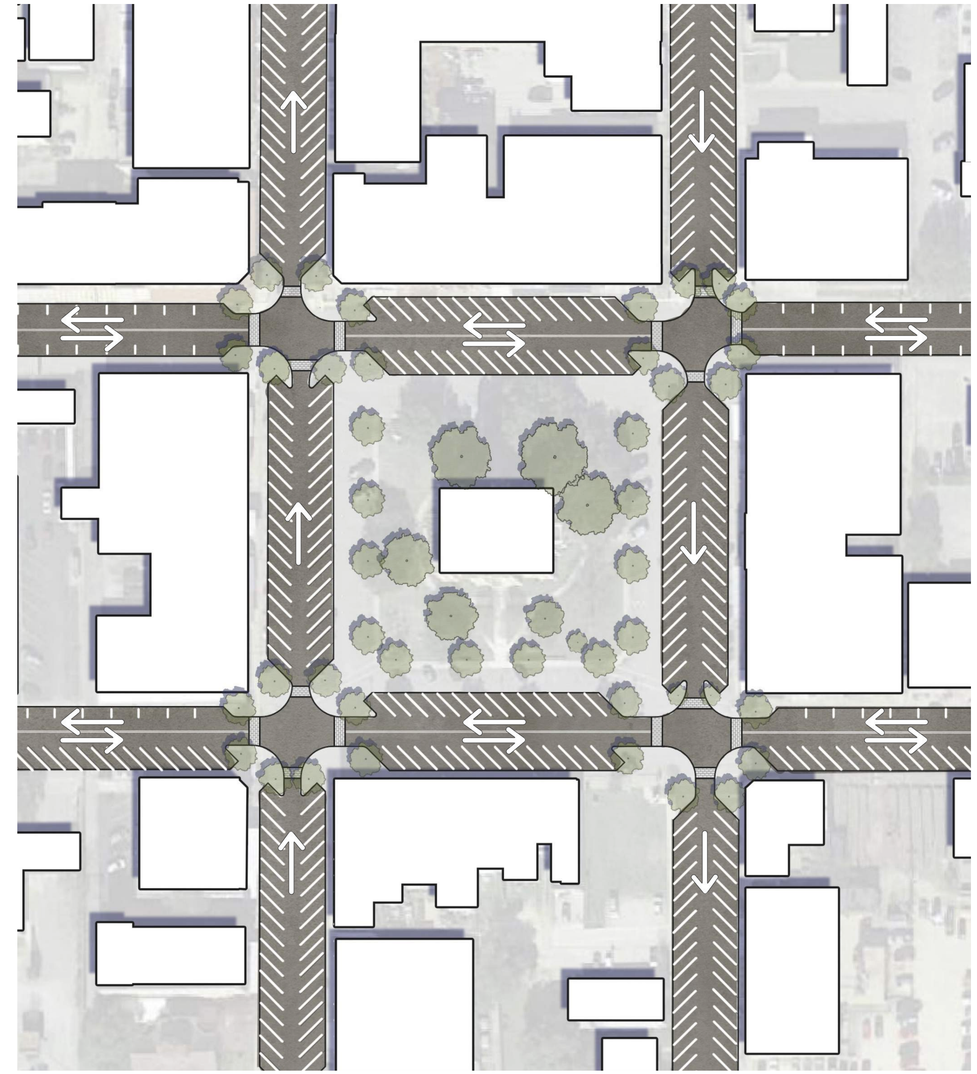
TRC

RIALTO STUDIO
LANDSCAPE ARCHITECTURE

OPTION 1
MARKET STREET PLAZA CONCEPT



OPTION 2
ONE-WAY CONCEPT



DOWNTOWN REVITALIZATION

MAY 2022

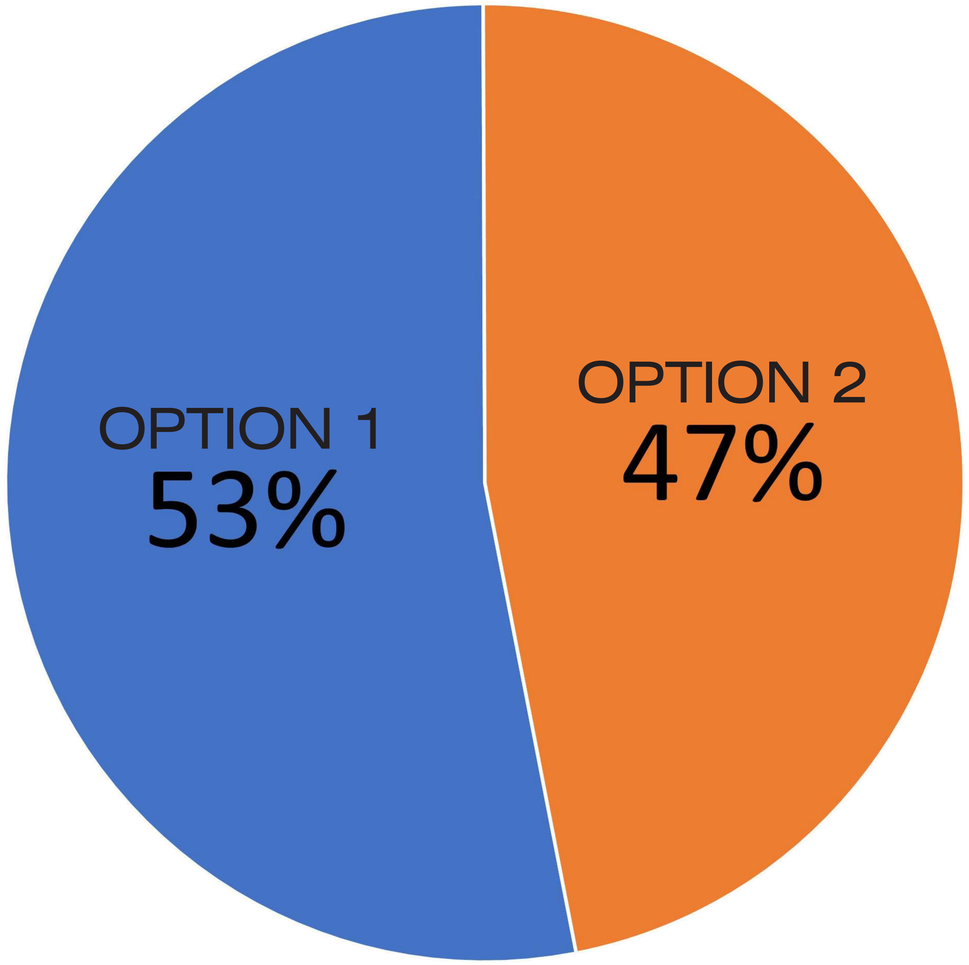
LOCKHART MASTER PLAN
PROPOSED CONCEPTUAL COURTHOUSE STREETSCAPE DESIGNS IN MARCH SURVEY

Lockhart TEXAS

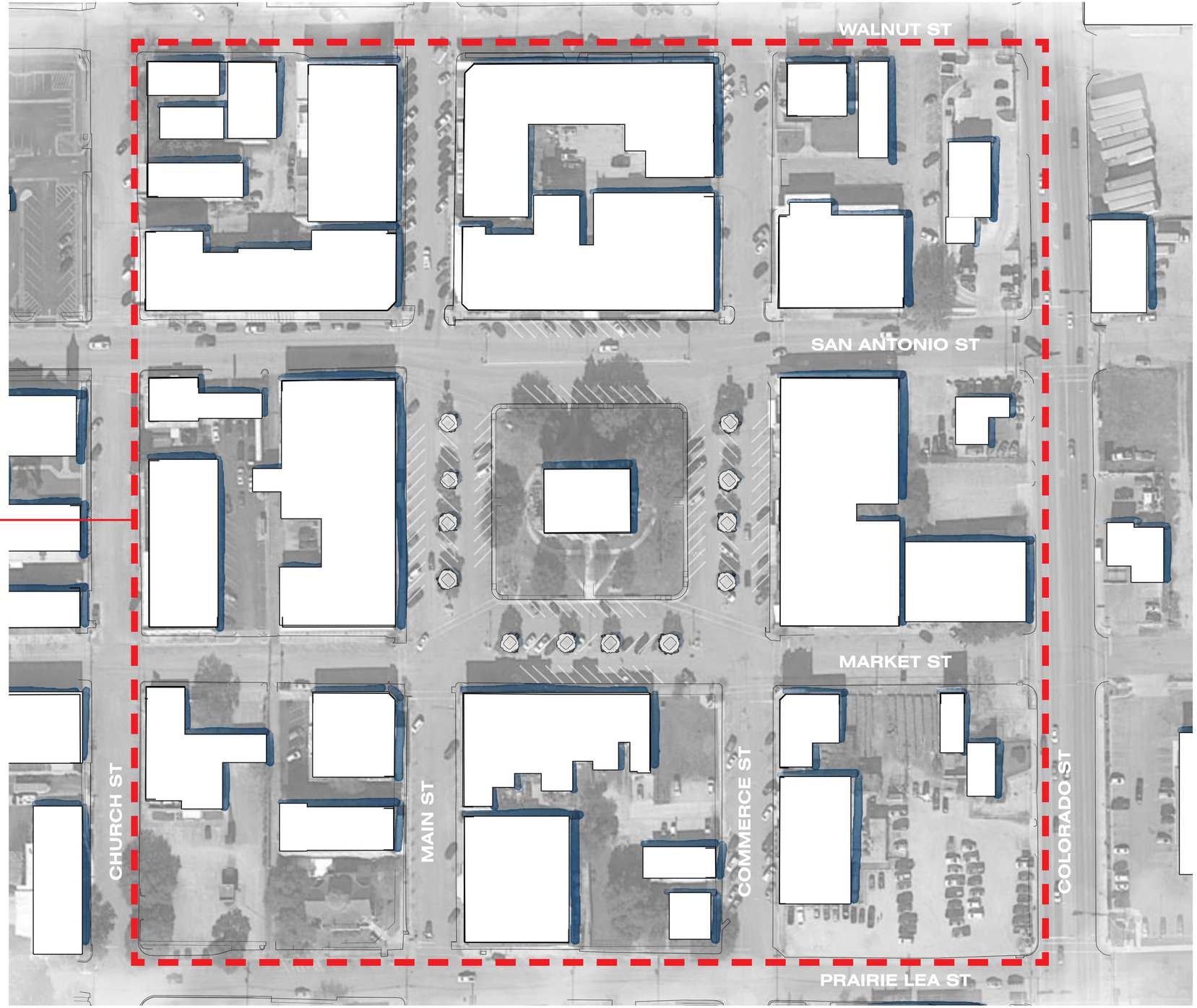
TRC

RIALTO STUDIO
LANDSCAPE ARCHITECTURE

WHICH STREETSCAPE OPTION DO YOU PREFER?

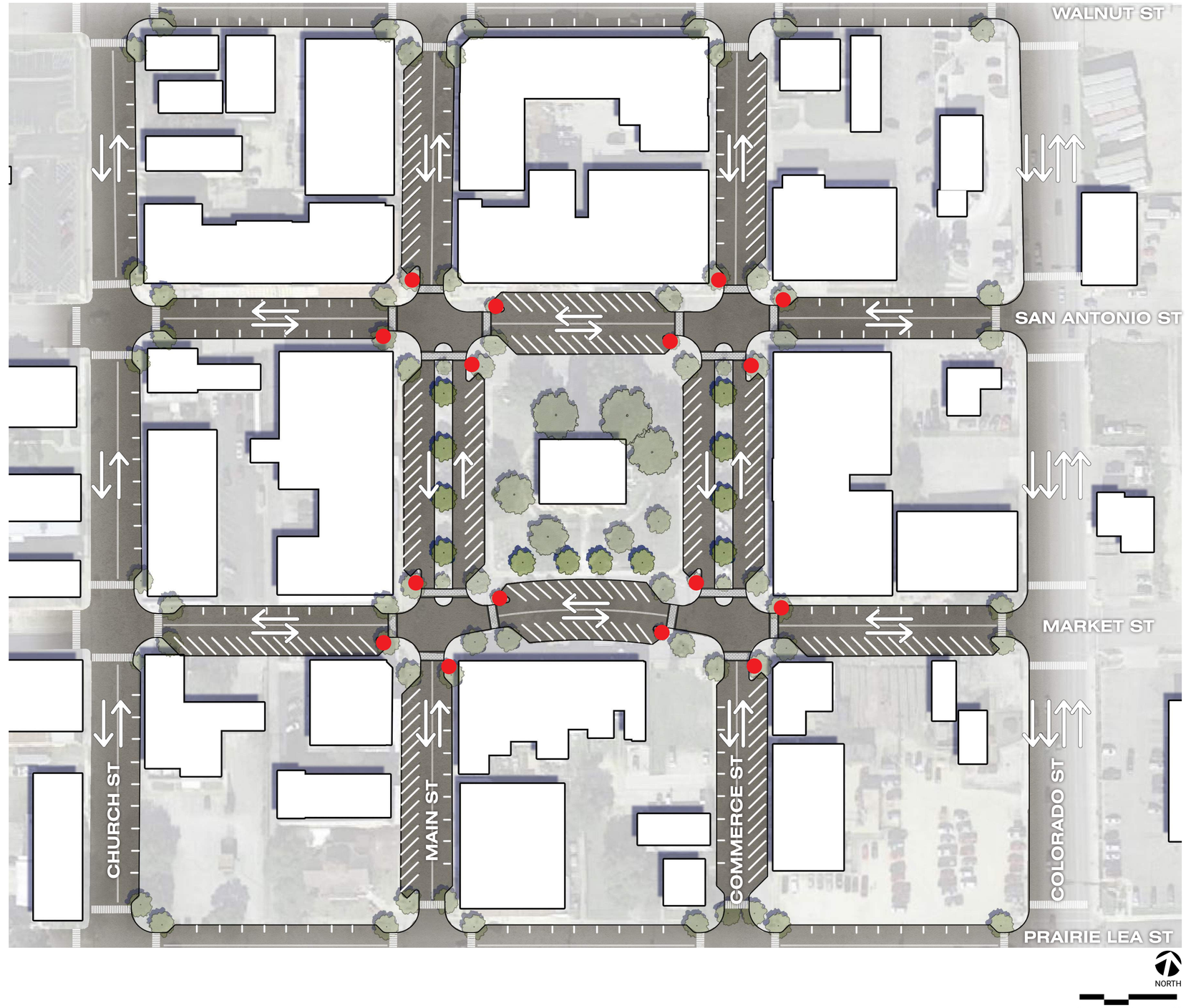


CONCEPTUAL COURTHOUSE STREETSCAPE DESIGN



OPTION 1
MAIN POINTS

- TWO-WAY TRAFFIC THROUGHOUT
- FOUR-WAY STOPS
  (● = STOP SIGN)
- PLAZA ON MARKET STREET
- **LOSE 12 PARKING SPACES**
- PRESERVE MEDIAN TREES ON COMMERCE AND MAIN
- RELOCATE MEDIAN TREES ON MARKET STREET
- CURB BUMP-OUTS AND PEDESTRIAN REFUGES SHORTEN CROSSWALKS
- EXPANDED SIDEWALKS AROUND COURTHOUSE AND RETAIL FRONTAGE
- PARKING LAYOUT ON SURROUNDING STREETS MODIFIED TO FOLLOW CONVENTIONAL STANDARDS



DOWNTOWN REVITALIZATION

MAY 2022

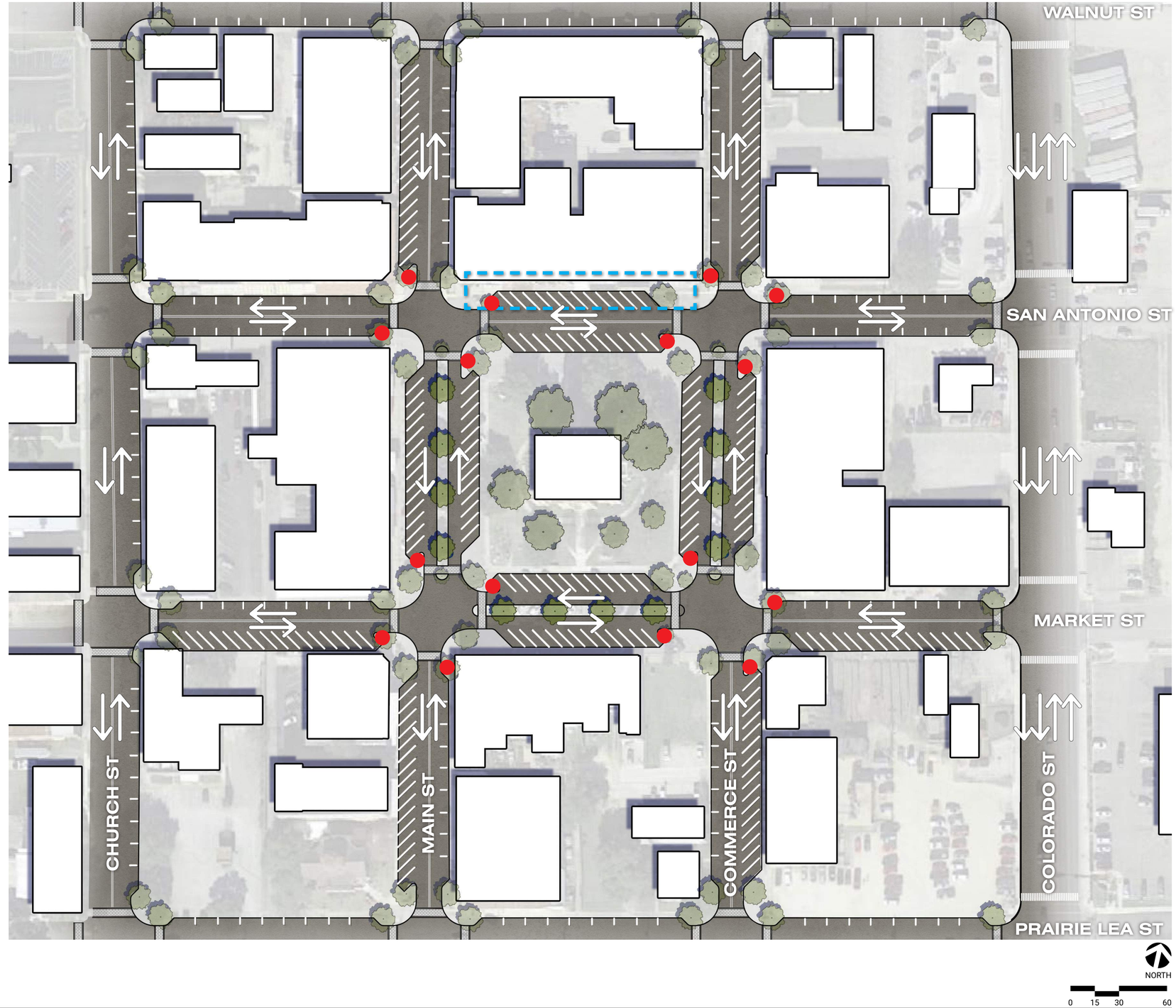
LOCKHART MASTER PLAN

CONCEPTUAL COURTHOUSE STREETSCAPE DESIGN - OPTION 1

Lockhart TEXAS | TRC | RIALTO STUDIO LANDSCAPE ARCHITECTURE

OPTION 1A
MAIN POINTS

- TWO-WAY TRAFFIC THROUGHOUT
- FOUR-WAY STOPS
  (● = STOP SIGN)
- **LOSE 15 PARKING SPACES**
- PRESERVE ALL MEDIAN TREES
- CURB BUMP-OUTS AND PEDESTRIAN REFUGES SHORTEN CROSSWALKS
- EXPANDED SIDEWALKS AROUND COURTHOUSE AND RETAIL FRONTAGE
- PARKING LAYOUT ON SURROUNDING STREETS MODIFIED TO FOLLOW CONVENTIONAL STANDARDS
- OPPORTUNITY FOR PLAZA ON SAN ANTONIO STREET
  (= PLAZA)



DOWNTOWN REVITALIZATION

MAY 2022

LOCKHART MASTER PLAN

CONCEPTUAL COURTHOUSE STREETSCAPE DESIGN - OPTION 1A

Lockhart TEXAS

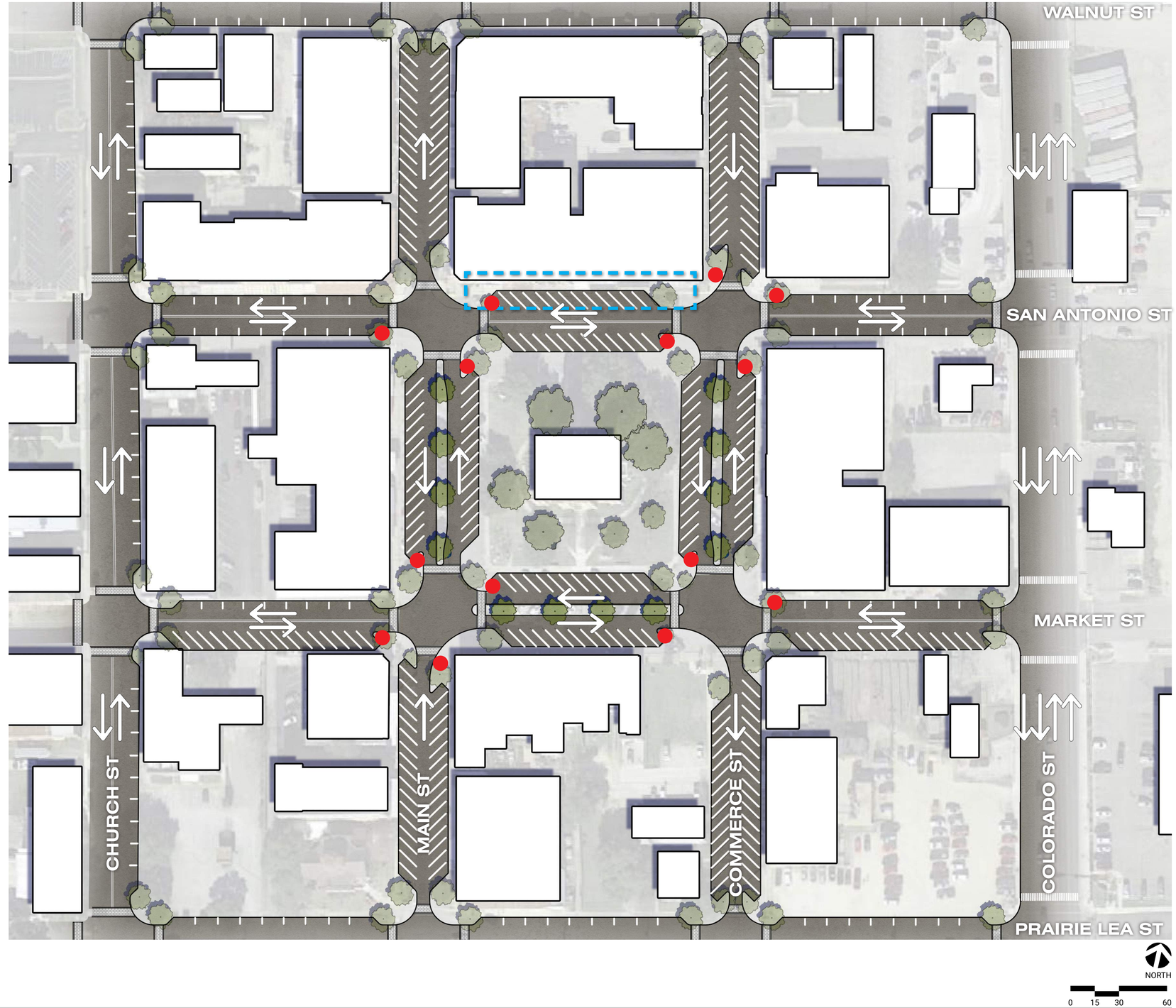
TRC

RIALTO STUDIO
LANDSCAPE ARCHITECTURE

OPTION 1B

MAIN POINTS

- TWO-WAY TRAFFIC AROUND COURTHOUSE
- ONE-WAY TRAFFIC ON COMMERCE AND MAIN STREETS, BLOCKS NORTH AND SOUTH OF COURTHOUSE ONLY
- ADDITIONAL TRAFFIC CONTROL SIGNAGE REQUIRED
- ALL-WAY STOPS (● = STOP SIGN)
- **GAIN 17 PARKING SPACES**
- PRESERVE ALL MEDIAN TREES
- CURB BUMP-OUTS AND PEDESTRIAN REFUGES SHORTEN CROSSWALKS
- EXPANDED SIDEWALKS AROUND COURTHOUSE AND RETAIL FRONTAGE
- PARKING LAYOUT ON SURROUNDING STREETS MODIFIED TO FOLLOW CONVENTIONAL STANDARDS
- OPPORTUNITY FOR PLAZA ON SAN ANTONIO STREET (= PLAZA)



DOWNTOWN REVITALIZATION

MAY 2022

LOCKHART MASTER PLAN

CONCEPTUAL COURTHOUSE STREETSCAPE DESIGN - OPTION 1B

Lockhart TEXAS

TRC

RIALTO STUDIO LANDSCAPE ARCHITECTURE

PLAZA CONCEPT

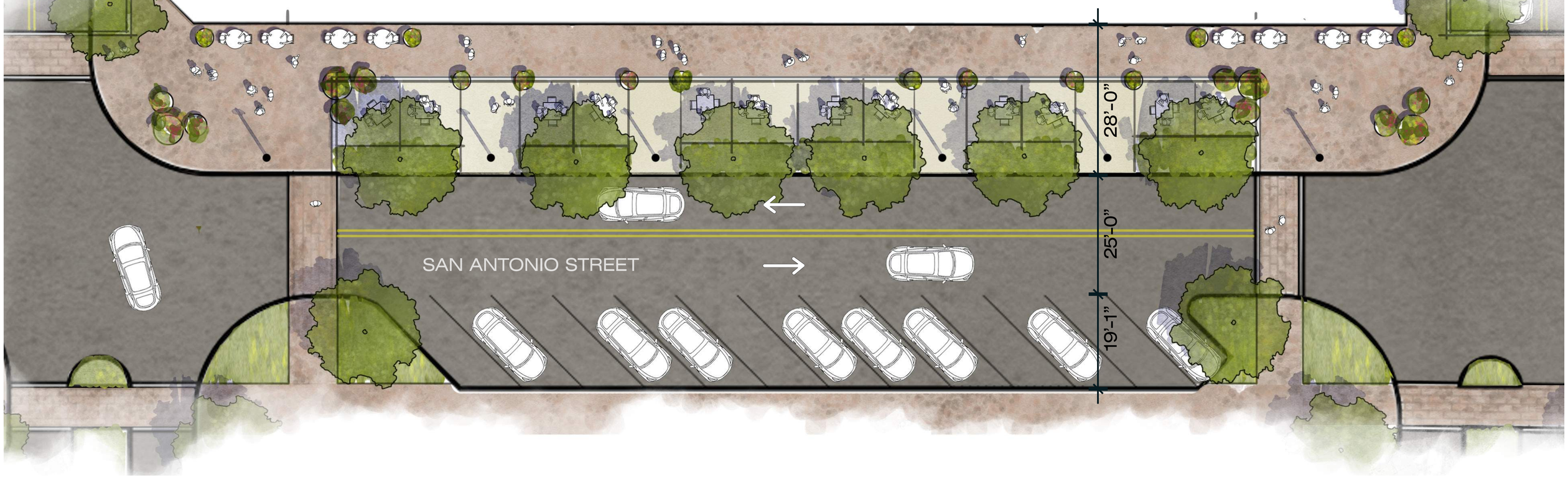
MAIN POINTS

- EXPAND SIDEWALK FOR ONE BLOCK ON NORTH SIDE OF SAN ANTONIO STREET

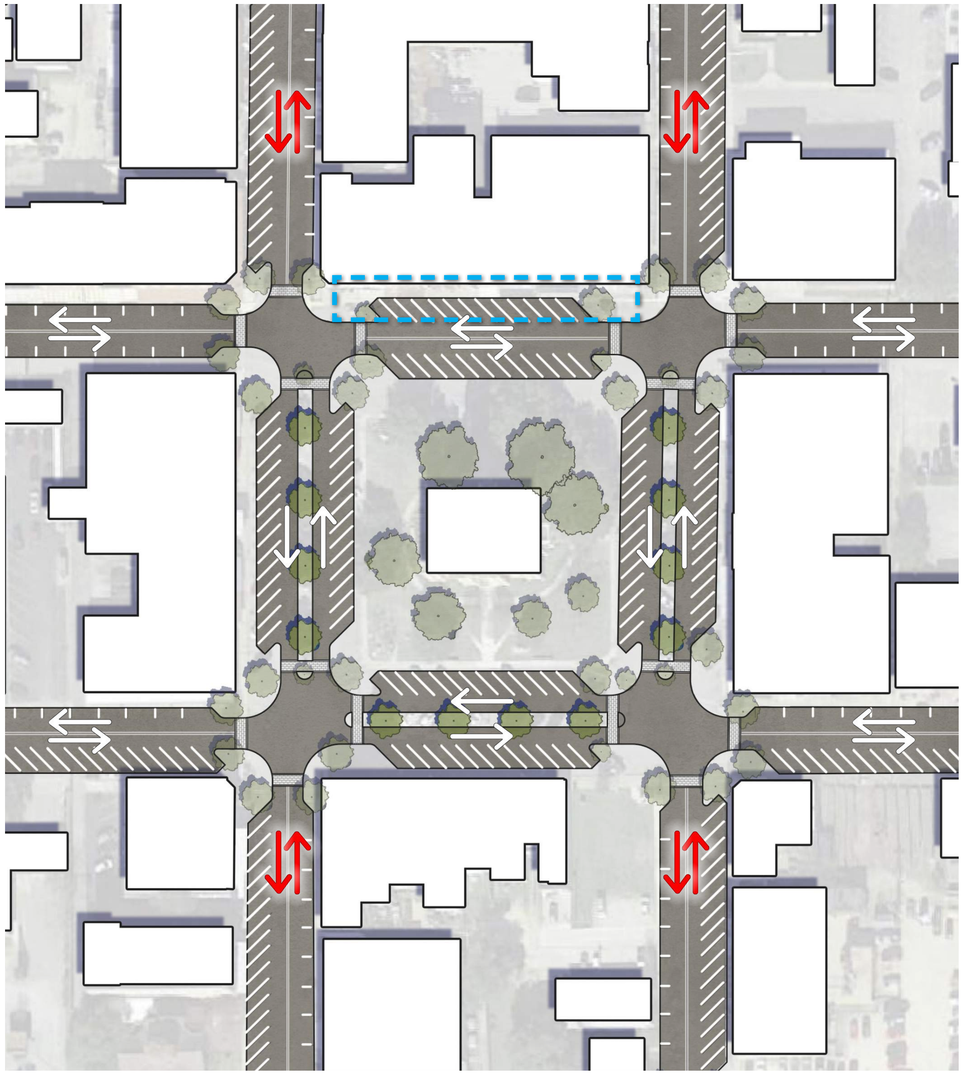
- INCLUDE PEDESTRIAN AMENITIES SUCH AS:

BENCHES	LIGHTING
TABLES	PLANTERS
BIKE RACKS	SHADE TREES

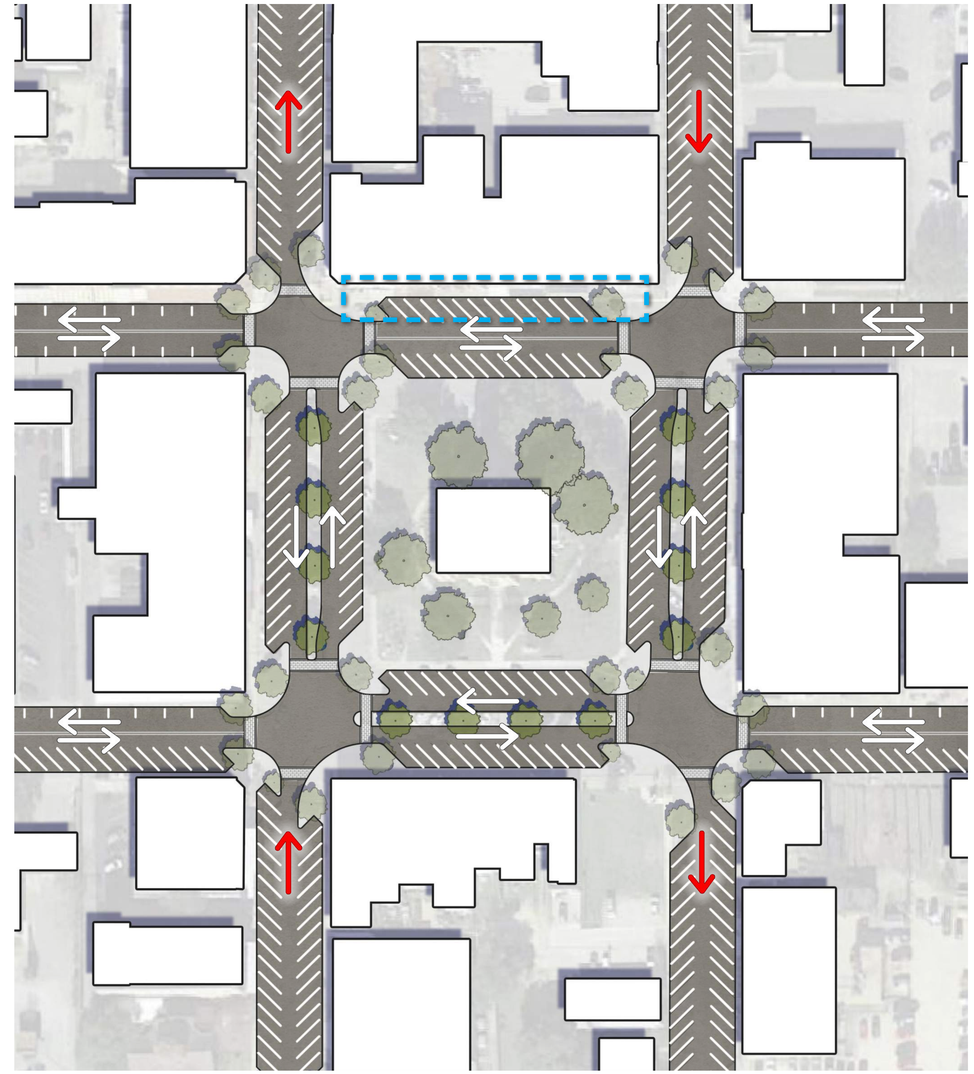
- **LOSE 13 PARKING SPACES**



OPTION 1A
TWO-WAY CONCEPT



OPTION 1B
HYBRID ONE-WAY CONCEPT



DOWNTOWN REVITALIZATION

MAY 2022

LOCKHART MASTER PLAN
PROPOSED CONCEPTUAL COURTHOUSE STREETSCAPE DESIGNS

Lockhart TEXAS

TRC

RIALTO STUDIO
LANDSCAPE ARCHITECTURE

SCHEDULE

CITY COUNCIL APPROVAL OF CONCEPTUAL DESIGN	**MAY 3, 2022**
DESIGN PROPOSAL APPROVED BY COUNCIL	**JUNE 7, 2022**
DESIGN	**JUNE 7, 2022 TO JUNE 1, 2023**
PERMITTING	**JUNE 1 TO SEPTEMBER 1, 2023**
BIDDING	**SEPTEMBER 1 TO DECEMBER 1, 2023**
CONSTRUCTION	**DECEMBER 1, 2023 TO DECEMBER 1, 2025**

NEXT STEPS

CITY COUNCIL SELECTION OF OPTION 1A OR 1B

DESIGN

PERMITTING

BIDDING

CONSTRUCTION

Lockhart TEXAS

TRC

RIALTO STUDIO
LANDSCAPE ARCHITECTURE

Engineer's Opinion of Probable Construction Costs

	Description	UNITS	Total	Unit Price	Subtotal
Storm Sewer Improvements	Remove 36" CMP	LF	60	$60.00	$3,600.00
	Remove 24" RCP	LF	180	$60.00	$10,800.00
	Remove 12" CMP	LF	70	$60.00	$4,200.00
	Remove Grate Inlet	EA	1	$60.00	$60.00
	Install Standard 10' Curb Inlet	EA	16	$5,200.00	$83,200.00
	Install Standard 5' Curb Inlet	EA	7	$4,650.00	$32,550.00
	Gate Inlet	EA	3	$4,000.00	$12,000.00
	Junction Box	EA	6	$4,650.00	$27,900.00
	Install 30" RCP	LF	840	$180.00	$151,200.00
	Install 24" RCP	LF	2,540	$175.00	$444,500.00
	Install 18" RCP	LF	1,180	$165.00	$194,700.00
	OSHA Trench Protection	LF	4,550	$2.50	$11,375.00
	Street Repair	LF	4,550	$35.00	$159,250.00
	Storm Sewer Improvements Total =			**$1,135,335.00**	
Water Main Improvements	Install 8" Water Main	LF	3,120	$72.00	$224,640.00
	Connect to Ex 8"	EA	7	$4,000.00	$28,000.00
	Connect to Ex 2"	EA	2	$3,000.00	$6,000.00
	Fire Hydrant	EA	13	$5,365.00	$69,745.00
	Install 8" Gate Valve	EA	8	$3,300.00	$26,400.00
	Fittings	TON	10	$9,500.00	$95,000.00
	2" Water Services	EA	81	$2,500.00	$202,500.00
	3/4" Water Services	EA	12	$2,300.00	$27,600.00
	Remove Fire Hydrant	EA	13	$1,150.00	$14,950.00
	OSHA Trench Protection	LF	3,120	$2.50	$7,800.00
	Street Repair	LF	2,834	$35.00	$99,190.00
	Water Main Improvements Total =			**$801,825.00**	
Wastewater Improvements	8" Sanitary Sewer	LF	3,300	$115.00	$379,500.00
	Manhole	EA	21	$5,610.00	$117,810.00
	Connect to Existing 6"	EA	2	$1,500.00	$3,000.00
	Connect to Existing Manhole	EA	4	$5,000.00	$20,000.00
	Cleanout	EA	2	$1,000.00	$2,000.00
	4" Sewer Services	EA	79	$2,950.00	$233,050.00
	OSHA Trench Protection	LF	3,300	$2.50	$8,250.00
	Street Repair	LF	3,300	$35.00	$115,500.00
	Sanitary Sewer Improvements Total =			**$879,110.00**	
Street Improvements	3" Mill and Overlay 90' wide (courthouse)	LF	833	$320.00	$266,560.00
	3" Mill and Overlay 50' wide	LF	4,855	$180.00	$873,900.00
	Main Street Reconstruction 55' wide	LF	498	$500.00	$249,000.00
	Cross walk Pavers	SF	4,479	$30.00	$134,370.00
	Adjust Manhole Tops	EA	19	$1,800.00	$34,200.00
	Adjust Water Valves	EA	40	$1,170.00	$46,800.00
	Storm Water Pollution Plan	LS	1	$15,000.00	$15,000.00
	Street Improvements Total =			**$1,619,830.00**	
Landscape Improvements	Sidewalks	SF	35,000	$8.00	$280,000.00
	Pavers	SF	10,500	$25.00	$262,500.00
	Special Paving	SF	34,000	$11.00	$374,000.00
	Planting	SF	30,000	$14.50	$435,000.00
	Lighting (Intersection & Pedestrian)	LS	1	$500,000.00	$500,000.00
	Irrigation	LS	1	$120,000.00	$120,000.00
	Landscape Improvements Total =			**$1,971,500.00**	

Construction Cost =	$6,407,600.00
Contingencies (15%) =	$962,000.00
Design (18%) =	$1,154,000.00
PROJECT COST =	**$8,523,600.00**
Class 4 Low End (-30%)	$5,966,520.00
Class 4 High End (+50%)	$12,785,400.00

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discussion regarding comments received from the public regarding redistricting plans for City Council districts, plans proposed by the public, including possible amendments to a proposed plan, including a plan drawing session.

The City Council may go into executive session pursuant to Texas Government Code, Section 551.071 to receive advice from legal counsel regarding the City's redistricting obligations.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On March 31, Philip Ruiz, President of LULAC, submitted two proposed new redistricting plans for the Council's consideration. He indicated that they prefer proposed Plan 2. Mr. Ruiz provided the city digital files and statistical data that was provided to Bickerstaff's office. Bickerstaff reviewed the proposed plans and will provide an update.
The Council, of course, has the option to hold a special meeting to conduct another drawing session prior to considering adoption of a new single-member district plan.

Attached is the City of Lockhart's current single-member district voting map and LULAC's proposed redistricting plans that will be discussed during the meeting.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION:
February 1, 2022 - Initial assessment
February 8, 2022 - First drawing session
March 15, 2022 - First public hearing
April 5, 2022 - Second public hearing

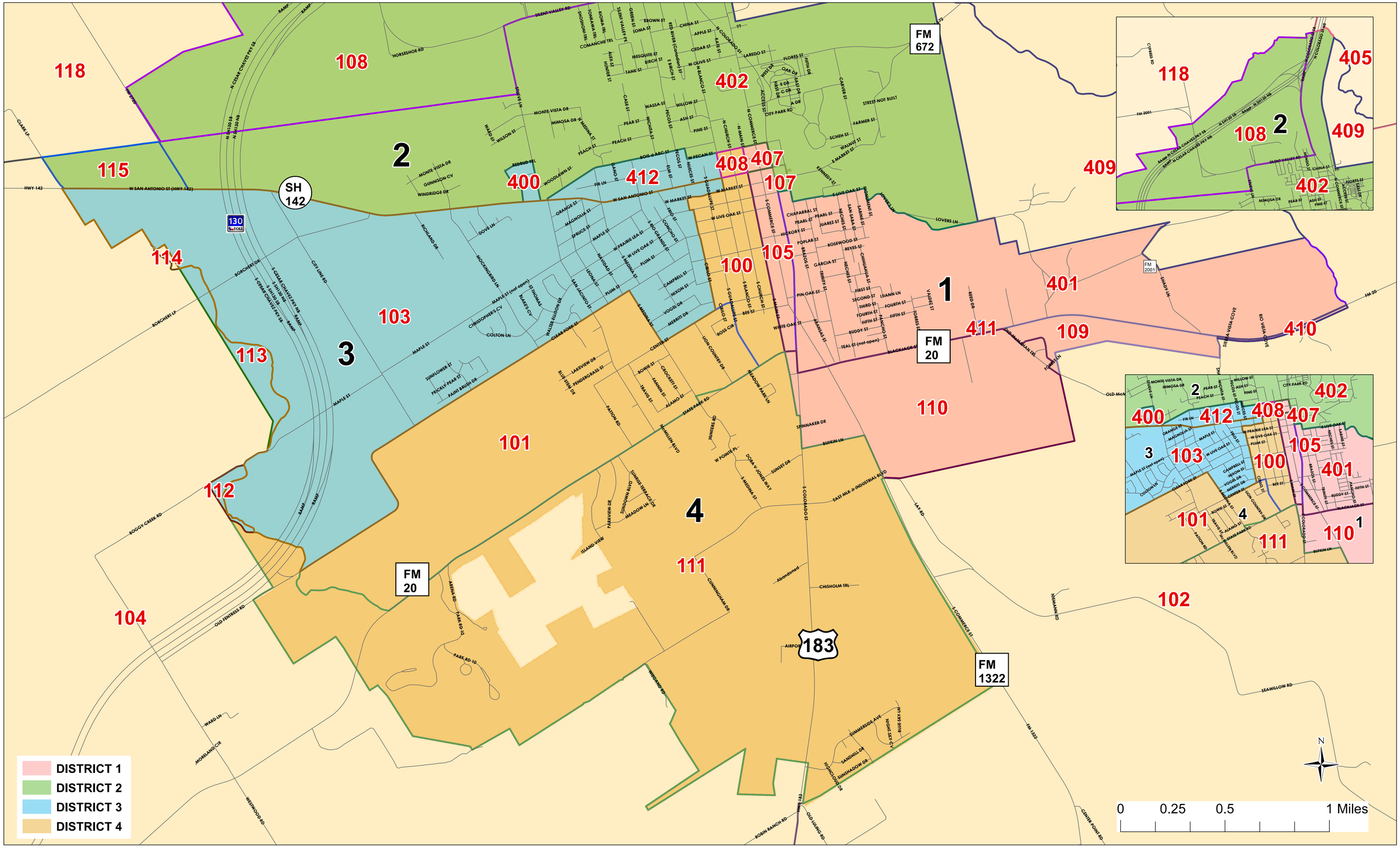
City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None. Discretion of the Council.

LIST OF SUPPORTING DOCUMENTS: Current Voting District Map, LULAC Redistricting Plan #1, LULAC Redistricting Plan #2



CITY OF Lockhart

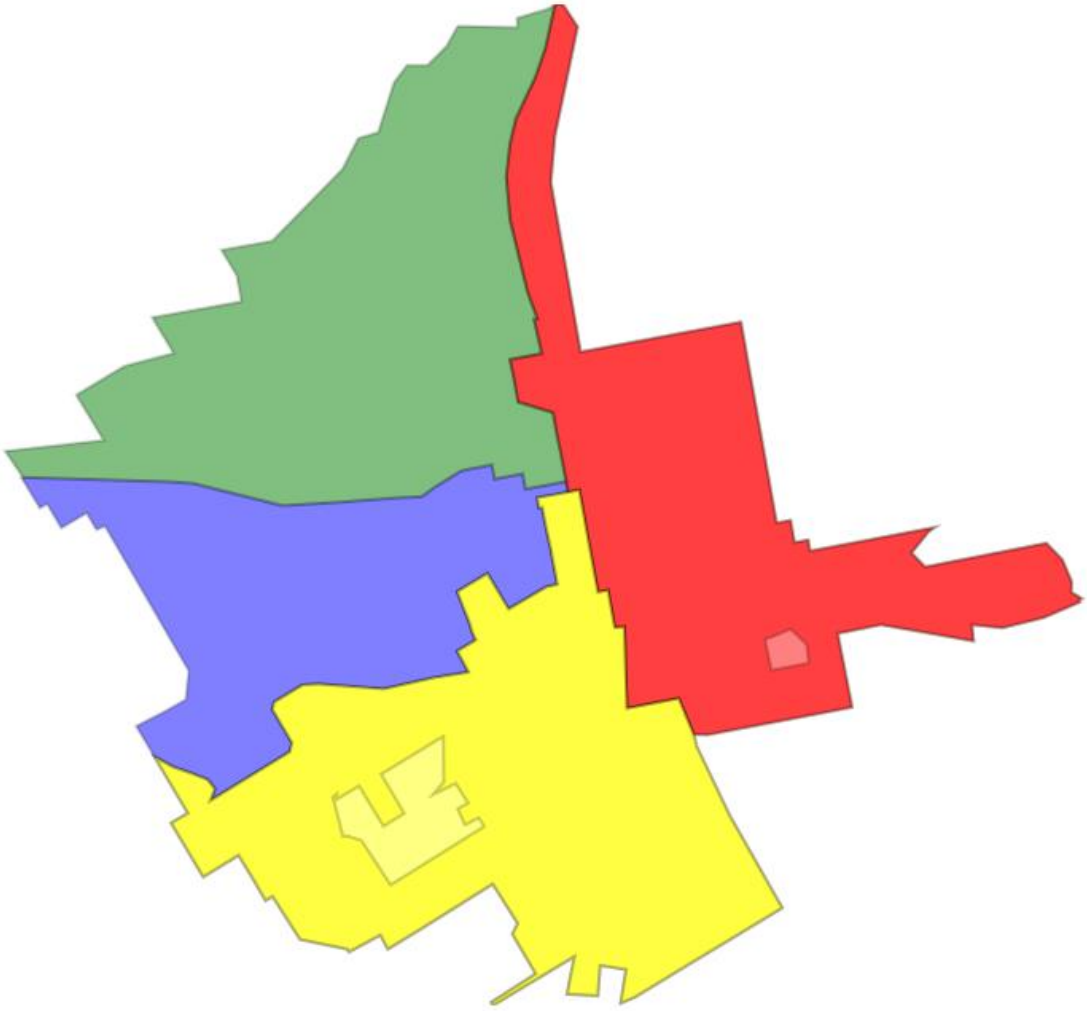
CURRENT VOTING DISTRICTS

VOTING DISTRICTS WITHIN CITY LIMITS

SOURCE: CALDWELL COUNTY APPRAISAL DISTRICT AND THE CITY OF LOCKHART

Updated February 3, 2015

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the ground survey, and represents only the approximate relative location of property boundaries.

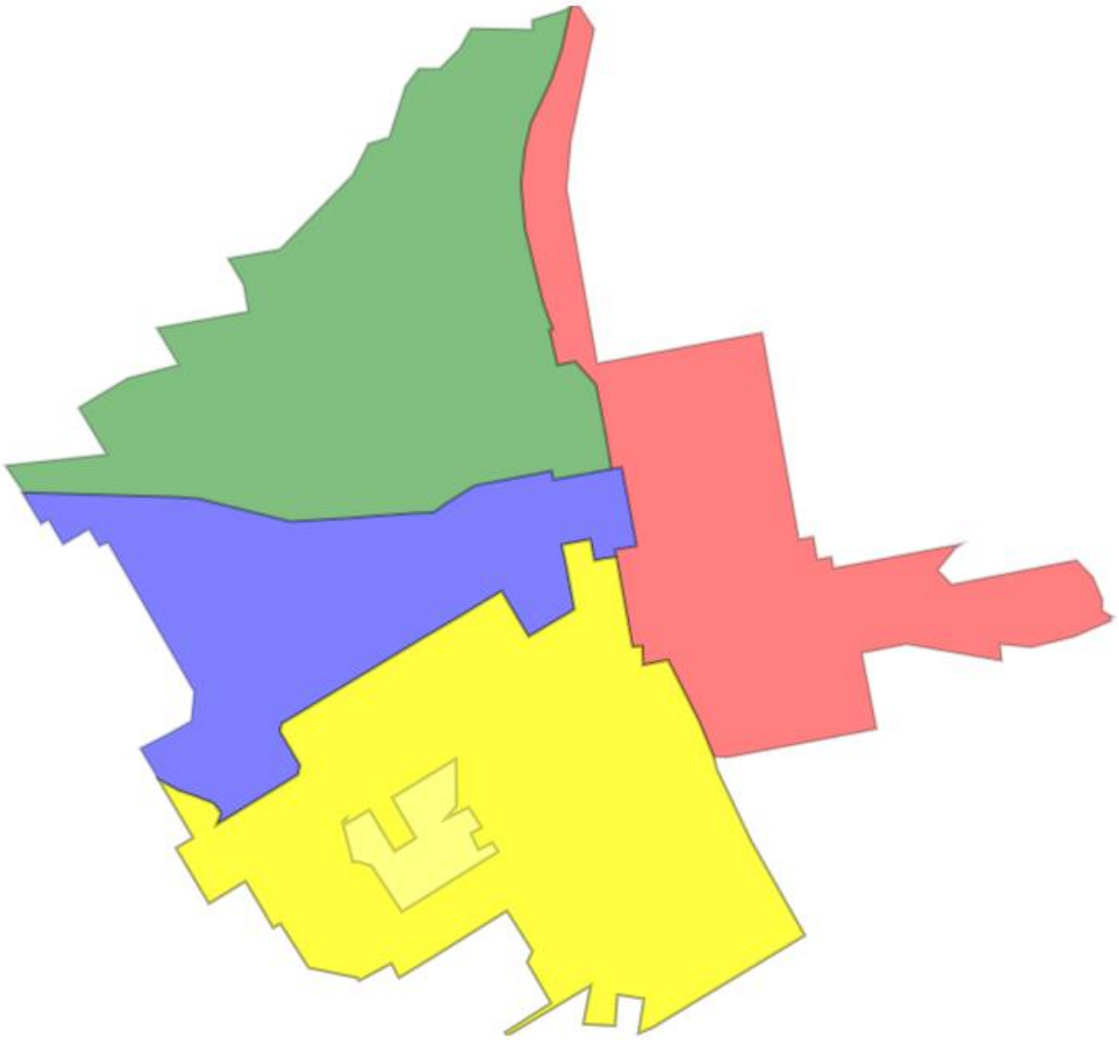


City of Lockhart

Proposed 2020 Redistricting Plan #1

League of United Latin American Citizens (LULAC) Council 22390

April 5, 2022 – City of Lockhart Redistricting Public Hearing



City of Lockhart

Proposed 2020 Redistricting Plan #2

League of United Latin American Citizens (LULAC) Council 22390

April 5, 2022 – City of Lockhart Redistricting Public Hearing

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discussion regarding an effective date for a redistricting plan for City Council districts.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

Syd Falk of Bickerstaff's office will discuss the options about determining an effective date for a redistricting plan.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None. Discretion of the Council.

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discussion of possible adoption of a redistricting plan for City Council districts as outlined in Resolution 2022-24.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION:

The City Council held a drawing session and considered comments from the public that included proposed voting district changes as LULAC presented to the Council on April 5, 2022.

If the City Council chooses to proceed with proposed Plan A as voted on during a previous drawing session, the attached Resolution adopts Plan A as the City of Lockhart's new single-member voting districts.

PROJECT SCHEDULE (if applicable):
February 1, 2022 - Initial assessment
February 8, 2022 - First drawing session
March 15, 2022 - First public hearing
April 5, 2022 - Second public hearing

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None. Discretion of the Council.

LIST OF SUPPORTING DOCUMENTS: Redistricting Resolution

RESOLUTION NO. 2022-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, APPROVING THE REDISTRICTING OF THE CITY'S SINGLE-MEMBER COUNCIL DISTRICTS AND ESTABLISHING NEW DISTRICT BOUNDARY LINES FOR THE CITY OF LOCKHART'S CITY COUNCIL ELECTIONS BASED ON 2020 CENSUS DATA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the results of the 2020 federal Census have been considered and indicated that the City of Lockhart's single-member council districts are sufficiently out of population balance to require redistricting in order to comply with the "one-person, one-vote" (equal population) principle established by the U.S. Constitution; and

WHEREAS, the City of Lockhart (the "City") engaged the law firm of Bickerstaff Heath Delgado Acosta LLP to act as the City's redistricting consultant, including advising and assisting the City Council in preparation of a new redistricting plan in compliance with applicable requirements of state and federal law; and

WHEREAS, on February 1, 2022, the City Council adopted redistricting criteria to assist the City and the public in developing redistricting plans which comply with applicable federal and state laws, and the adopted redistricting criteria were applied in the development of the City's new redistricting plan; and

WHEREAS, on February 1, 2022, the City Council also adopted redistricting guidelines regarding the submission of comments and proposed plans by the public, to ensure the ability of the City to timely receive and adequately consider them; and

WHEREAS, during the redistricting process the City provided notice to the public of its proposed discussions and development of a redistricting plan through meeting agendas posted in compliance with the Texas Open Meetings Act, notices on the City's website, including regarding two public hearings; and

WHEREAS, the City Council has considered the proposed redistricting plan at City Council meetings on February 8, 2022, March 15, 2022, April 4, 2002, and May 3, 2022; and at two public hearings held on March 15, 2022, and April 5, 2022, respectively; comments from the public at the public hearings, including two alternative plans proposed by LULAC; and advice from the City's redistricting consultant; and

WHEREAS, the City Council finds that the attached city council district redistricting plan is in the best interest of the citizens of the City, complies with the adopted redistricting criteria, and is believed to comply with all state and federal requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS:

A. That the existing single-member council district boundary lines for the City of Lockhart are hereby amended, and the new districting plan depicted on the map attached hereto as **Exhibit A**, defining new districts as such new districts are further described in the tables attached

hereto as **Exhibit B** reporting populations and demographic statistics for each such new district is hereby adopted and designated to define the City's four single-member council districts from and after the Effective Date; that **Exhibits A** and **B** are incorporated by reference in and made a part of this Order, and shall be kept on file in the City Secretary's Office.

B. That the new City Council districting plan shall take and be given effect immediately upon adoption of this Resolution; and that hereafter all City Council elections shall be held under and in accordance with the new single-member council district districting plan here adopted by the City Council until such time as a subsequent lawfully-enacted districting plan shall be adopted to replace this plan. CLARIFYING NOTE: This plan will define the city council districts for which candidates will run in the November 2022 city elections.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas, this 3rd day of May 2022.

CITY OF LOCKHART, TEXAS

_____
Hon. Lew White
MAYOR

ATTEST:

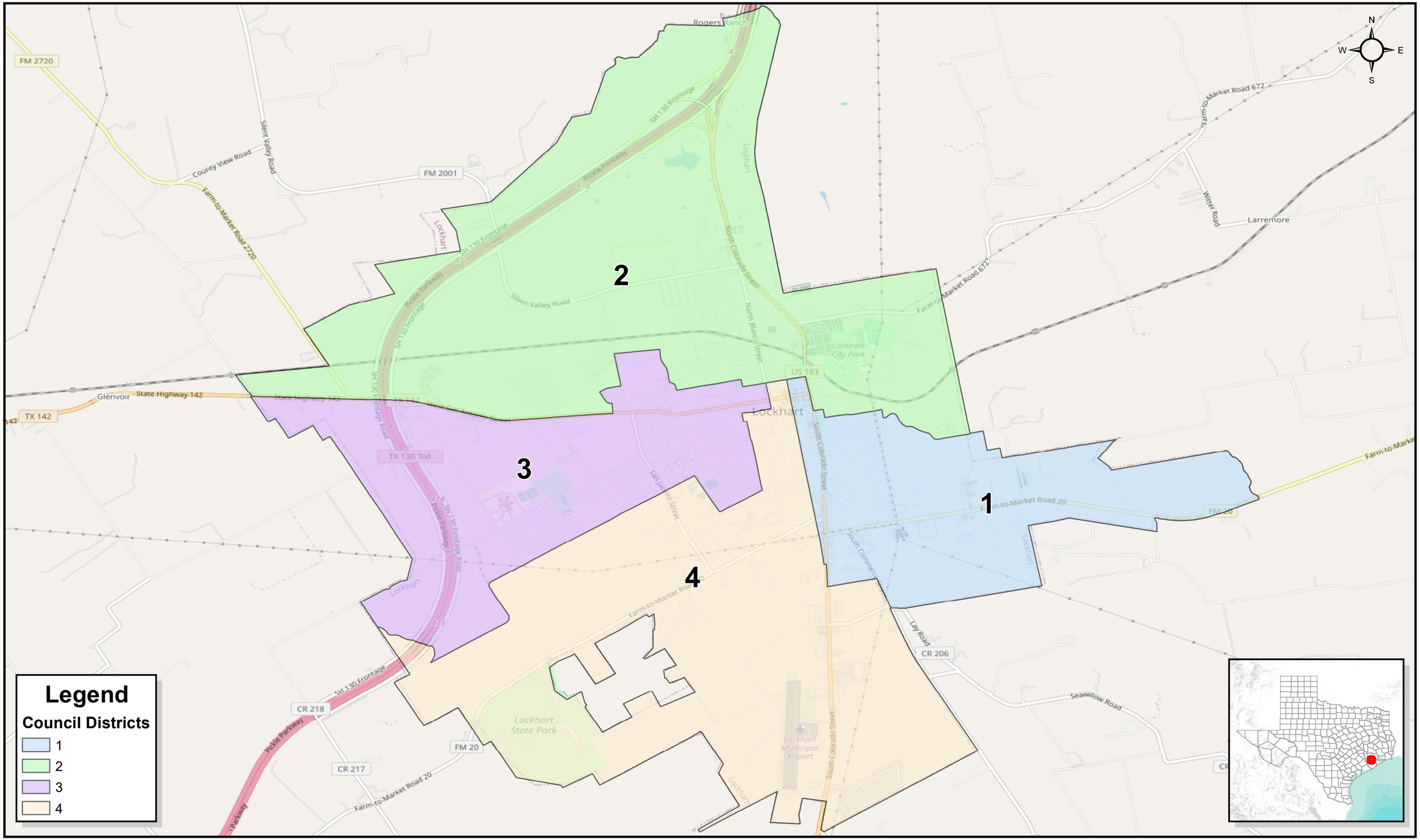
_____
Connie Constancio
City Secretary

APPROVED AS TO FORM:

_____
Monte Akers,
City Attorney

EXHIBIT A

Maps



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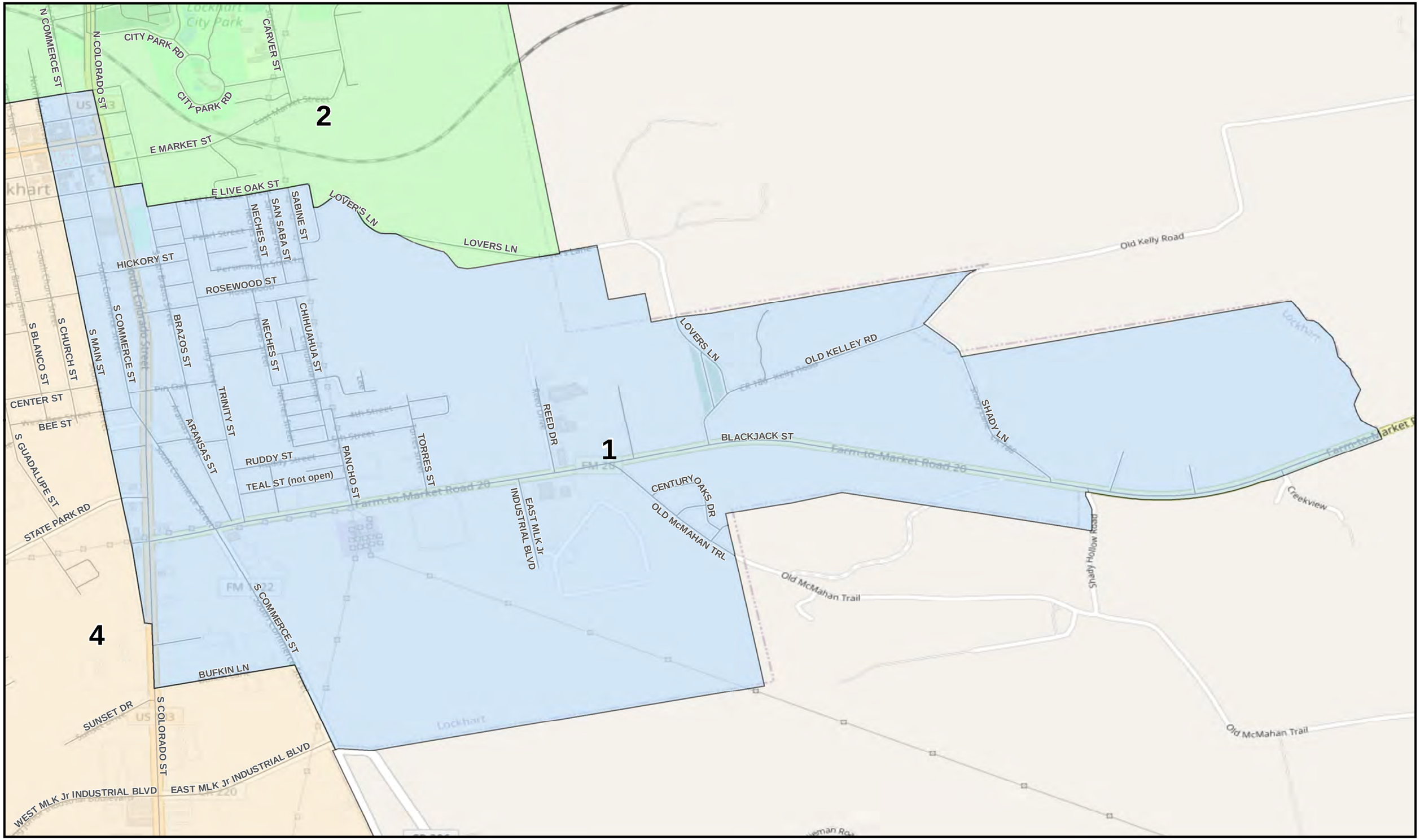
Created: 3/30/2022

City of Lockhart Council Districts
- Plan A -
Adopted May 3, 2022

© 2022 Bickerstaff Heath Delgado Acosta LLP
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau



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Created: 3/30/2022

Legend

Roads

Council Districts

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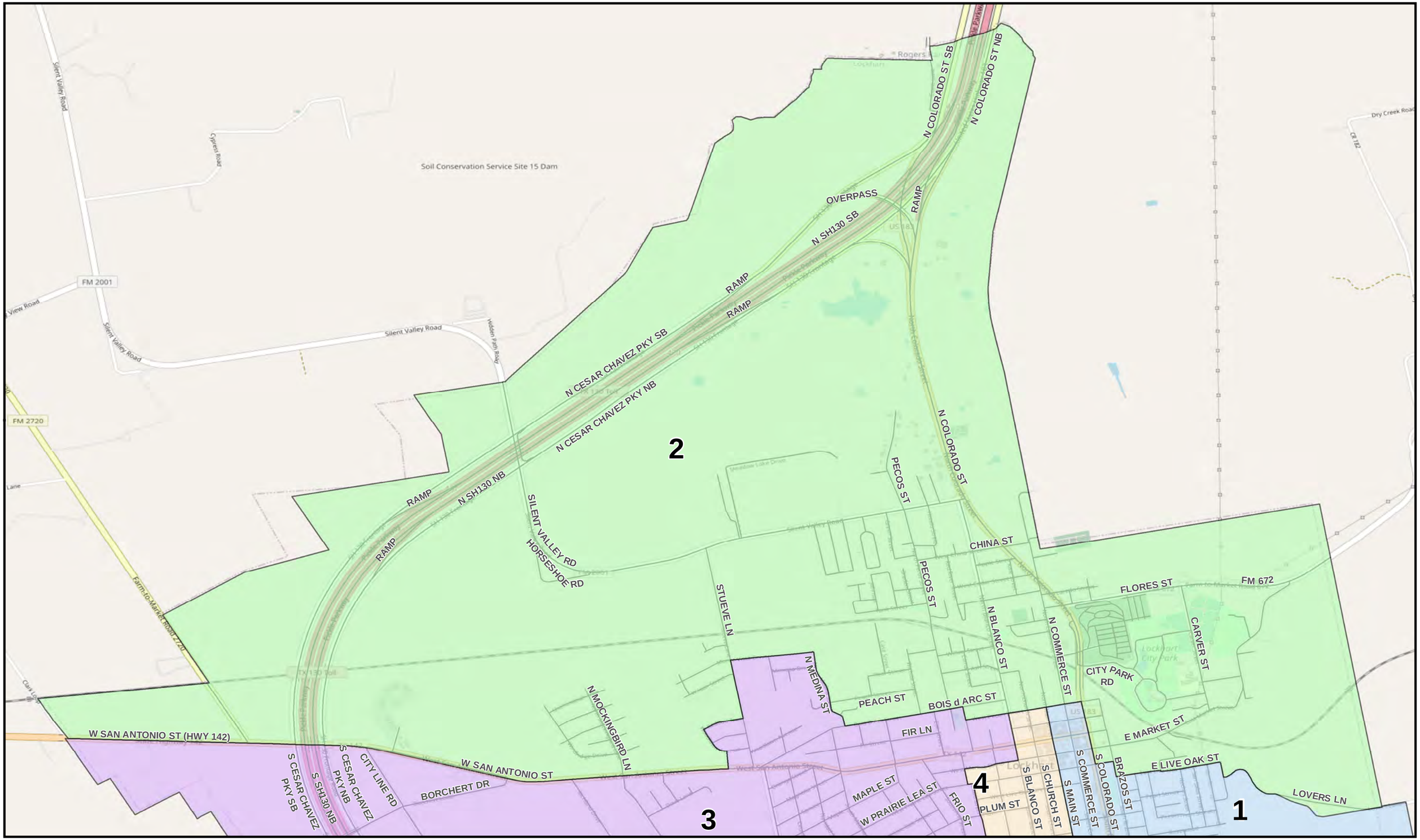
City of Lockhart Council Districts
- Plan A -
Adopted May 3, 2022

© 2022 Bickerstaff Heath Delgado Acosta LLP
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau



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Created: 3/30/2022

Legend

Roads

Council Districts

1 2 3 4

City of Lockhart Council Districts
- Plan A -
Adopted May 3, 2022

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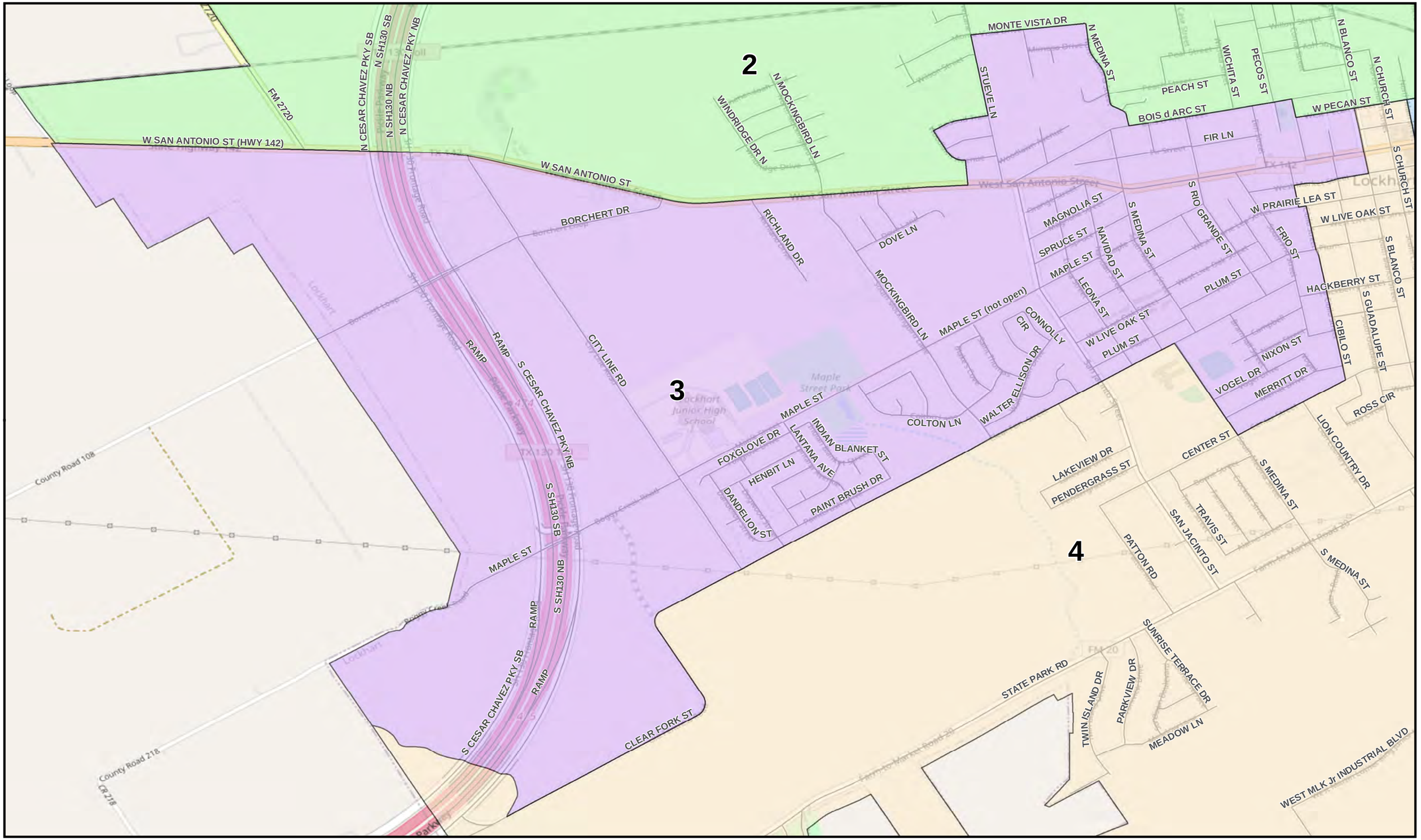

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Created: 3/30/2022

Legend

Roads

Council Districts

1 2 3 4

City of Lockhart Council Districts
- Plan A -
Adopted May 3, 2022

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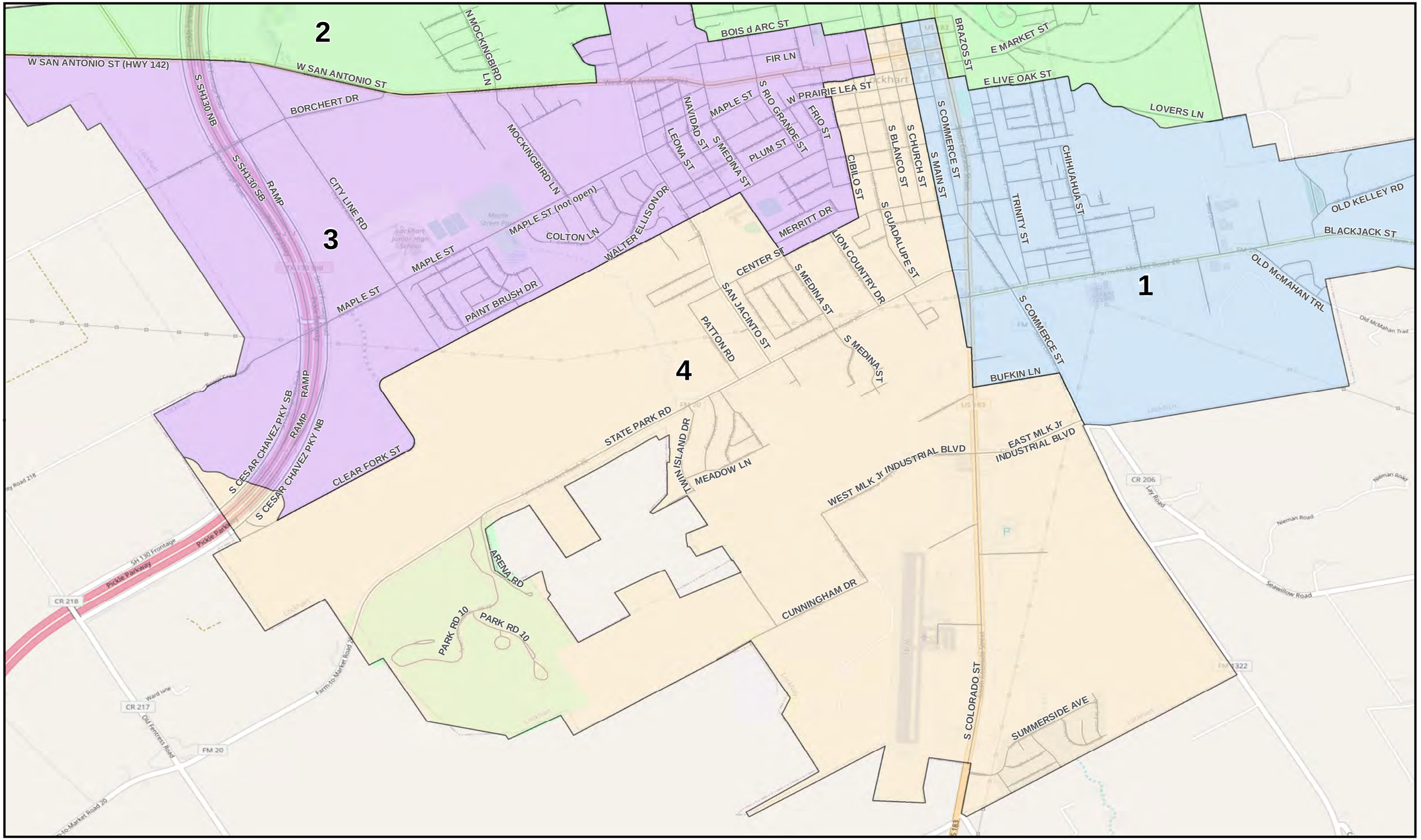

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Feet

Created: 3/30/2022

Legend

Roads

Council Districts

1 2 3 4

City of Lockhart Council Districts
- Plan A -
Adopted May 3, 2022

© 2022 Bickerstaff Heath Delgado Acosta LLP
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau

EXHIBIT B

Tables

City of Lockhart Council Districts Plan A - Adopted May 3, 2022

Demographics Report - Detailed 2020 Census Total Population

Bickerstaff Heath Delgado Acosta LLP

District	Persons	Ideal Size	Deviation	Hispanic	Hispanic % of Total Population	ANGLO	Non-Hispanic Anglo % of Total Population	Black	Black % of Total Population	Asian	Asian % of Total Population	AM Indian Native	IND / NAT % TOT Pop.	Haw Pac. Isl.	HAW/ PAC % of Total Pop.	Other	Other % of Total Pop.	Two or More Races	Two or More Races % Tot Pop
1	3,417	3,593	-4.89%	1,906	55.78%	1,049	30.70%	371	10.86%	8	0.23%	7	0.20%	1	0.03%	18	0.53%	57	1.67%
2	3,633	3,593	1.12%	2,402	66.12%	918	25.27%	212	5.84%	23	0.63%	13	0.36%	0	0.00%	9	0.25%	56	1.54%
3	3,586	3,593	-0.19%	1,434	39.99%	1,860	51.87%	112	3.12%	34	0.95%	20	0.56%	0	0.00%	14	0.39%	112	3.12%
4	3,735	3,593	3.96%	1,855	49.67%	1,482	39.68%	235	6.29%	31	0.83%	1	0.03%	1	0.03%	13	0.35%	115	3.08%
TOTAL:	14,371			7,597	52.86%	5,309	36.94%	930	6.47%	96	0.67%	41	0.29%	2	0.01%	54	0.38%	340	2.37%

Ideal Size: 14371 / 4 = 3593

Total Population: 14,371

Overall Deviation: 8.85%

Some percentages may be subject to rounding errors.

City of Lockhart Council Districts Plan A - Adopted May 3, 2022

Demographics Report - Detailed 2020 Census Voting Age Population

Bickerstaff Heath Delgado Acosta LLP

District	Total VAP	Hispanic VAP	% Hispanic VAP	Anglo VAP	% Anglo VAP	Black VAP	% Black VAP	Asian VAP	% Asian VAP	AM IND NATIVE VAP	% AM IND NATIVE VAP	HAW/PAC VAP	% HAW/PAC VAP	Other VAP	% Other VAP	Two or More Races VAP	% Two or more VAP
1	2,813	1,445	51.37%	964	34.27%	337	11.98%	7	0.25%	7	0.25%	1	0.04%	9	0.32%	43	1.53%
2	2,631	1,636	62.18%	747	28.39%	177	6.73%	20	0.76%	11	0.42%	0	0.00%	1	0.04%	39	1.48%
3	2,797	1,014	36.25%	1,569	56.10%	88	3.15%	27	0.97%	20	0.72%	0	0.00%	3	0.11%	76	2.72%
4	2,854	1,312	45.97%	1,257	44.04%	189	6.62%	23	0.81%	1	0.04%	1	0.04%	8	0.28%	62	2.17%
TOTAL:	11,095	5,407	48.73%	4,537	40.89%	791	7.13%	77	0.69%	39	0.35%	2	0.02%	21	0.19%	220	1.98%

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.

City of Lockhart Council Districts Plan A - Adopted May 3, 2022

Bickerstaff Heath Delgado Acosta LLP

Demographics Report - Summary 2020 Census Total Population

District	Persons	Ideal Size	Deviation	Hispanic % of Total Population	Non-Hispanic White % of Total Population	Non-Hispanic Black % of Total Population	Non-Hispanic Asian % of Total Population	Non-Hispanic Other % of Total Population
1	3,417	3,593	-4.89%	55.78%	30.70%	10.86%	0.23%	2.43%
2	3,633	3,593	1.12%	66.12%	25.27%	5.84%	0.63%	2.15%
3	3,586	3,593	-0.19%	39.99%	51.87%	3.12%	0.95%	4.07%
4	3,735	3,593	3.96%	49.67%	39.68%	6.29%	0.83%	3.48%
TOTAL:	14,371			52.86%	36.94%	6.47%	0.67%	3.04%

Ideal Size: 14371 / 4 = 3593

Total Population: 14,371

Overall Deviation: 8.85%

Some percentages may be subject to rounding errors.

City of Lockhart Council Districts Plan A - Adopted May 3, 2022

Bickerstaff Heath Delgado Acosta LLP

Demographics Report - Summary 2020 Census Voting Age Population

District	Total VAP*		Hispanic % of Total VAP	Non-Hispanic Anglo % of Total VAP	Non-Hispanic Black % of Total VAP	Non-Hispanic Asian % of Total VAP	Non-Hispanic Other % of Total VAP
1	2,813		51.37%	34.27%	11.98%	0.25%	2.13%
2	2,631		62.18%	28.39%	6.73%	0.76%	1.94%
3	2,797		36.25%	56.10%	3.15%	0.97%	3.54%
4	2,854		45.97%	44.04%	6.62%	0.81%	2.52%
TOTAL:	11,095		48.73%	40.89%	7.13%	0.69%	2.54%

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.

KIDS TO PARKS DAY
NATIONAL PARK TRUST

Proclamation

WHEREAS, May 21, 2022, is the twelfth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit local parks, public lands, and water; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension, and hypercholesterolemia; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

WHEREAS, Kids to Parks Day will recognize the importance of recreating responsibility while enjoying the benefits of the outdoors; and

NOW THEREFORE, I, Lew White, by authority vested in me as Mayor of the City of Lockhart, Texas do hereby proclaim

May 21, 2022

as

Kids to Parks Day

IN TESTIMONY WHEREOF, I have set my hand and caused to be affixed the Seal of the City of Lockhart, Texas, this 3rd day of May, 2022.

CITY OF LOCKHART

_____
Lew White
Mayor

ATTEST:

_____
Connie Constancio, TRMC
City Secretary

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discuss renewing agreement with Jack Pearce, LLC with an amendment for the leasing of properties located at West Market Street and South Commerce Street and approving the Mayor to sign the Renewal of Lease if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: In early 2021, the City approached Jim and Amelia Smith (owners) to pursue leasing of the vacant properties located on the southside of the town square for the purpose of creating a temporary park. The Smiths' were excited to enter negotiations with the City for the establishment of a park on the vacant property. The property owners do have future plans to develop the property. However, they've been very eager to utilize this space in the meantime to benefit the community.

Over the past months, City staff has been assisting Texas Monthly with planning efforts for the proposed Texas World's Fair event in November 2022. During the planning sessions, Texas Monthly asked to incorporate the use of the downtown park during their event as a "Beer Hall". The current lease with the property owners prohibits alcohol on the property.

The property owners were made aware of the request to consume and sell alcohol on their property and have agreed to allow consumption and use of alcohol on the premises during the planned event. Sales and consumption of alcohol would remain prohibited on this property leading up to and after the event.

The property lease renewal outlines sales and consumption of alcohol during this planned event and retains all other previous agreed to provisions in the agreement. The effective dates of this agreement would be May 3, 2022 to May 2, 2023 and would automatically renew for an additional one-year term on each anniversary date unless either party notifies the other in writing of intent not to renew at least 60 days prior to expiration of the then-current term. This lease may be terminated by the Lessee or the Lessor at any time with a sixty (60) day written notice to the other party.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: February 2, 2021- City Council directed staff to pursue a lease agreement for the Pearce Property.
February 23, 2021- The City entered an agreement for use of the Pearce property for a public space.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of land lease renewal with Jack Pearce, LLC.

LIST OF SUPPORTING DOCUMENTS: Renewal lease agreement, 2022 survey Pearce property downtown

RENEWAL OF LEASE AGREEMENT

This Renewal of Lease Agreement ("Renewal" or "lease") is executed effective on the 3rd day of May 2022, by and between JACK PEARCE, LLC, a Texas corporation ("Lessor") and the CITY OF LOCKHART, TEXAS (Lessee).

W I T N E S E T H:

1. LEASED PREMISES. The Lessor hereby renews and restates the terms of a lease to the Lessee of the property located in the City of Lockhart, Caldwell County, State of Texas, ("Leased Premises"), more particularly described as: Lots 1 and 2, Jack Pearce Subdivision, which is more precisely described and depicted on Exhibit "A," attached hereto and incorporated herein for all purposes. This Renewal renews and ratifies that one certain Lease Agreement between Lessor and Lessee dated February 23, 2021, it being the intention of the parties that said lease be amended and restated herein, and that the Leased Premises be leased for an additional year as provided herein.

2. TERMS. This Renewal shall be for an initial term of one (1) year. The term shall begin on May 3, 2022, and shall end at midnight on May 2, 2023, unless renewed. The lease shall automatically renew for an additional one-year term on each anniversary date unless either party notifies the other in writing of intent not to renew at least 60 days prior to expiration of the then-current term. This lease may be terminated by the Lessee or the Lessor at any time with sixty (60) days written notice to the other party. Termination by the Lessee shall not incur penalties of any sort. This Renewal and lease shall not be assignable to any other party nor may the premises be subleased to any other party.

3. RENTAL. The consideration for Lessee's right to possession of the Leased Premises for a public outdoor seating area shall be as follows:

a) Lessee shall prohibit smoking and outside alcohol in the premises with one exception, being that sale and consumption of alcohol shall be allowed at one certain city-approved event that shall include the Leased Premises tentatively planned for November, 2022.
b) Lessee shall occupy the premises continually throughout the term of the lease.
d) Lessee shall be responsible for construction, installation, maintenance and repair of improvements located on the premises pursuant to paragraph five below.
e) Lessee shall maintain insurance on the premises pursuant to paragraph seven below.
f) Lessee shall be responsible for the payment of all utilities, including city utilities, for the premises.
g) Lessee shall be responsible for the payment of additional ad valorem taxes, if any, that become due on the premises during the term of this Lease as a result of Lessee's improvements thereto.

g) Upon termination of this lease, Lessee shall restore the Leased Premises to the condition existing prior to the lease, or better.

Failure of Lessee or Lessor to comply with any of the foregoing may result in termination by the other party.

4. IMPROVEMENTS. Lessee shall be responsible for any and all improvements to the premises. Lessee shall not be required to obtain Lessor's prior permission before constructing or repairing temporary improvements on the premises. All improvements shall be removed upon termination of the Agreement. In the event that personal property taxes are levied on improvements made by Lessee during the term of this Lease, Lessee shall be responsible for paying such taxes.

5. SIGNS. Lessee shall have the right to place signs on the Leased Premises pursuant to any applicable local or state law.

6. INSURANCE. Lessor shall, at its own expense, during the term of the lease, keep all buildings and permanent improvements, if any, on the Leased Premises insured against loss or damage by fire or theft with extended coverage to include direct loss by fire, windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. Lessee, at its own expense, shall provide and maintain in force during the term of the Lease, general liability insurance in the amount of not less than one million dollars ($1,000,000.00), covering Lessor as well as Lessee, for any liability for property damage or personal injury arising as a result of Lessee's use or occupation of the Leased Premises. This insurance is to be carried by one or more insurance companies authorized to transact business in Texas and reasonably approved by Lessor.

7. INDEMNIFICATION.

(a) Lessee shall, to the extent allowed by law, indemnify and hold Lessor harmless against any and all third party claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the conduct of management of Lessee's use of the Leased Premises, or its use of the Leased Premises or from any breach on the part of Lessee of any conditions of the Lease, or from any act of negligence or willful misconduct by Lessee, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Leased Premises; provided however, Lessee's indemnification obligations shall not apply to claims arising (i) before Lessee's occupancy of the Leased Premises or (ii) from Lessor's or Lessor's agents, employees, contractors, officers, directors, or partners negligence or willful misconduct.

(b) Lessor shall and does hereby indemnify and hold Lessee harmless against any and all third party claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from damage to Lessee or its agents, employees, contractors, officers, directors, or invitees related to their use of the Leased Premises, or from any breach on the part of Lessor of any conditions of this Lease, or from any act of negligence or

willful misconduct by Lessor, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Leased Premises; provided however, Lessor's indemnification obligations shall not apply to claims arising (i) from Lessee's or Lessee's agents, employees, contractors, officers, directors, or partners negligence or willful misconduct. In case of any action or proceeding brought against Lessee by reason of any such claim, Lessor, upon notice from Lessee, agrees to defend the action or proceeding by counsel reasonably acceptable to Lessee.

8. NOTICES. All notices required under the Lease must be given by certified mail or registered mail, or via nationally recognized overnight courier, addressed to the proper party, at the following addresses:

Lessor: Jack Pearce, LLC
Attn: Manager
300 S. Commerce Street, Suite A
Lockhart, TX 78644

Lessee : City of Lockhart
Attn: City Manager
P.O. Box 239
Lockhart, Texas 78644

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

EXECUTED effective the 3rd day of May, 2022.

LESSOR:	**LESSEE:**
JACK PEARCE, LLC, A TEXAS LLC **BY SMITH PEARCE INVESTMENTS, LP** **BY ITS GENERAL PARTNER,** **SMITH PEARCE MANAGEMENT, LLC**	**CITY OF LOCKHART, TEXAS**
_____	_____
By: Amelia P. Smith, Manager Its: Manager	By: Lew White Its: Mayor

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by Amelia P. Smith, the Manager of Smith Pearce Management, LLC, General Partner of Jack Pearce, LLC, for the purposes and consideration expressed herein.

_____
Notary Public, State of Texas

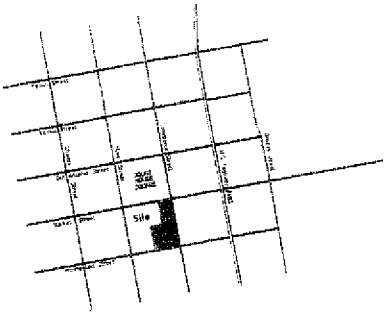
STATE OF TEXAS §
§
COUNTY OF CALDWELL §

This instrument was acknowledged before me on the _____ day of _____, 2022, by Lew White, the Mayor of the City of Lockhart, Texas, for the purposes and consideration expressed herein.

_____
Notary Public, State of Texas

Jack Pearce Subdivision

Vacating and resubdividing portions of Lots 3 and 5, and all of Lot 4, Block 13, of the Original Town of Lockhart, Texas, out of the Byrd Lockhart Survey A-17 in Caldwell County, Texas



Vicinity Map
Not to Scale

STATE OF TEXAS
COUNTY OF CALDWELL

We, the undersigned owners of the land shown on this plat and described in Volume 393 Page 786 of the Official Records of Caldwell County, Texas and designated as JACK PEARCE SUBDIVISION in the City of Lockhart, Caldwell County, Texas do hereby dedicate to the use of the public forever, the streets and alleys shown thereon, and further reserves to the public all easements for the mutual use of all public utilities desiring to use the same; that any public utility shall have the right to remove and keep removed all or any part of any growth or construction for maintenance or efficient use of its respective system in such easements, and further shall have full and uninterrupted access along such easements.

DATE

AMELIA PEARCE SMITH
1480 Clearfork Street
Lockhart TX 78644

DATE

JAMES W INNON SMITH JR
1480 Clearfork Street
Lockhart TX 78644

STATE OF TEXAS
COUNTY OF CALDWELL

Before me, the undersigned authority, personally appeared AMELIA PEARCE SMITH known to me to be the person whose name is subscribed to the foregoing document and acknowledges to me that he executed the same for the purpose and considerations stated hereon.

Given under my hand and seal of office this the ____ day of _____, 20__.

Notary Public in and for the State of Texas

Printed Name of Notary and Notary Stamp

Date Notary Commission Expires

STATE OF TEXAS
COUNTY OF CALDWELL

Before me, the undersigned authority, personally appeared JAMES W SMITH JR known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that he executed the same for the purpose and considerations stated hereon.

Given under my hand and seal of office this the ____ day of _____, 20__.

Notary Public in and for the State of Texas

Printed Name of Notary and Notary Stamp

Date Notary Commission Expires

STATE OF TEXAS
COUNTY OF CALDWELL

I, Philip Ruiz, Chairman of the Planning and Zoning Commission of the City of Lockhart, hereby certify that the plat of JACK PEARCE SUBDIVISION was approved by the City of Lockhart on this the ____ day of _____, 20__.

PHILIP RUIZ
CHAIRMAN

STATE OF TEXAS
COUNTY OF CALDWELL

Nina B. Sells
I, Nina B. Sells, County Clerk in and for Caldwell County, Texas do hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office the ____ day of _____, 20__, at ____ o'clock ____ M. and duly recorded on the ____ day of _____, 20__, in the Plat Records of Caldwell County, Texas in Volume ____ on Page ____.

Nina B. Sells
County Clerk

STATE OF TEXAS
COUNTY OF CALDWELL

I, Jerry L. Hinds, registered professional land surveyor, State of Texas, hereby certify that this map is a true and correct representation of a survey made on the ground under my direct supervision and is true and correct to the best of my knowledge.

IN WITNESS THEREOF, my hand and seal, this the ____ day of _____, 20__.

Jerry L. Hinds
Registered Professional
Land Surveyor #5439

LEGAL DESCRIPTION

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being that all of Lot 4 and a part of Lots 3 and 5 in Block 13 of the Original Town of Lockhart as recorded in Volume 3 Page 507 of the Deed Records of Caldwell County, Texas and being also all of a tract of land designated as Tract 1 which is a part of Lot 3 and a part of a tract of land designated as Tract 2 which is all of Lot 4 and a part of Lot 5 and conveyed to Plum Creek Inc by Deed recorded in Volume 183 Page 139 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a "X" carved in concrete at the intersection of the West line of South Commerce Street and the South line of East Market Street and in the NE corner of the said Lot 3 and the said Block 13 and the NE corner of the above mentioned Tract 1 for the NE corner this tract, 37.9" from pin found used for basis of bearing in the intersection of Willow Street and Red River Street and in the NE corner of the above mentioned Lot 1 for the NE corner this tract.

THENCE S 10 degrees 00 minutes 00 seconds E with the West line of South Commerce Street and the East line of the said Block 13 and the East line of the said Lot 3 and the East line of the said Tract 1, at 114.99 feet pass and "X" carved in concrete in the SE corner of the said Lot 3 and the NE corner of Lot 4 and the NE corner of the said Tract 2 and continue with the East line of Lot 4 and the East line of the said Tract 2 for a total distance of 253.87 feet to a cross cut set in the intersection of the North line of East Prairie Lee Street and the West line of South Commerce Street and the SE corner the said Lot 4 and the SE corner of the said Block 13 and the SE corner of the said Tract 2 for the SE corner this tract.

THENCE S 80 degrees 14 minutes 59 seconds W with the South line of the said Block 13 and the South line of the said Tract 2 and the North line of East Prairie Lee Street 233.00 feet to a cross cut set in the SE corner of a tract of land conveyed to the Lockhart Community Theater by deed recorded in Volume 299 Page 553 of the said Official Records and in the South line of the said Lot 5 for the SW corner this tract.

THENCE N 10 degrees 00 minutes 00 seconds W with the East line of the above mentioned Community Theater tract and over and across the said Lot 5 and over and across the said Tract 2 228.10 feet to an "X" carved in a concrete curb in the North line of a 10' wide access lane by share for a common corner this tract and from which point a ½" iron pin found used for basis of bearing bears S 10 degrees 00 minutes 00 seconds 17.03 feet.

THENCE N 80 degrees 00 minutes 00 seconds E with the North line of the said Lots 4 and 5 and the South line of the said Lots 3 and 3 85.43 feet to a cross cut set in the SW corner of the said Tract 1 and the apparent SE corner of a tract of land conveyed to Renard Mendez by Deed recorded in Volume 293 Page 381 of the Said Deed Records for an all corner this tract and from which point a ½" iron pin found used for basis of bearing bears N 00 degrees 00 minutes 00 seconds E 38.48 feet.

THENCE N 10 degrees 00 minutes 00 seconds W over and across the said Lot 3 and with the West line of the said Tract 1 and the apparent East line of the said Mendez tract 124.49 feet to a building corner found in the NW corner of the said Tract 1 and the NE corner of the said Mendez tract and in the North line of the said Lot 3 and the South line of East Market Street for the most Northerly NW corner this tract.

THENCE N 80 degrees 00 minutes 00 seconds E with the North line of the said Tract 1 and the North line of the said Lot 3 and the South line of East Market Street 96.07 feet to the place of beginning containing 33240 sq ft of land or 0.760 acres of land more or less.

SURVEYOR'S NOTES:

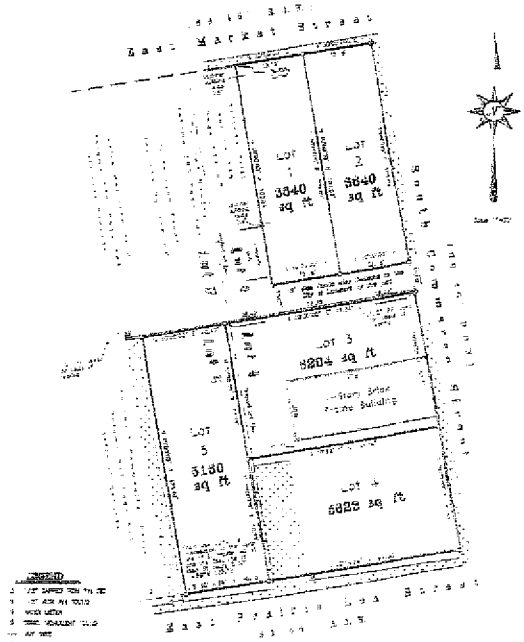
1) The lot shown has in Flood Zone "X", The City of Lockhart has adopted Zone "X" to be no special flood hazard, according to FEMA Panel 48055C-0205-C dated January 17, 1995.

2) Lots 1,2,3,4 and 5 are zoned CCB

3) RECORD OWNER OF LAND: James W. Smith Jr., 1480 Clearfork Street, Lockhart TX 78644 (512-398-4814)
Amelia Pearce Smith, 1480 Clearfork Street, Lockhart TX 78644 (512-393-7148)
DEVELOPER: James W. Smith Jr., 1480 Clearfork Street, Lockhart TX 78644 (512-398-4814)
Amelia Pearce Smith, 1480 Clearfork Street, Lockhart TX 78644 (512-393-7148)

ENGINEER OF PLAT: Claude Hinds Surveyors
DATE OF PREPARATION: July 2001
SURVEYOR: Jerry L. Hinds, R.P.L.S. #5439 40 Box 1037 Lockhart TX 78644

4) Front or side building setbacks are not required, subject to compliance with applicable building and fire codes for construction adjacent to the property line.



Claude Hinds Surveyors
P. O. Box 1037
Lockhart, Texas 78644
(512) 398-2000

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Receive and discuss the 2nd Quarter Investment Report for Fiscal Year 2021-2022.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Public Funds Investment Act requires local governments to review and accept Quarterly Investment Reports for each quarterly reporting period of the year. The 2nd Quarter for Fiscal Year 2022, ending March 31, 2022 is provided for your review.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request acceptance of the 2nd Quarter Investment Report for the City of Lockhart ending March 31, 2022.

LIST OF SUPPORTING DOCUMENTS: Quarterly Investment Report for 03/31/2022

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended March 31, 2022

April 19, 2022

CITY of LOCKHART

Quarterly Investment Report

For the Quarter Ended March 31, 2022

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period January 1, 2022 through March 31, 2022. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

	Investment Portfolio	
	Book Value	**Market Value**
January 1, 2022		
Cash	2,982,281	2,982,281
Marketable Securities	0	0
Investment Pools	29,211,583	29,211,302
Certificates of Deposits	0	0
Total:	**32,193,864**	**32,193,583**
March 31, 2022		
Cash	2,993,029	2,993,029
Marketable Securities	0	0
Investment Pools	30,863,260	30,859,946
Certificates of Deposits	0	0
Total:	**33,856,288**	**33,852,975**

	Fund Availabilty	
January 1, 2022		
Unrestricted Funds	7,969,473	7,969,473
Restricted Funds	24,224,391	24,224,110
Total Funds	**32,193,864**	**32,193,583**
March 31, 2022		
Unrestricted Funds	12,031,873	12,031,873
Restricted Funds	21,824,415	21,821,102
Total Funds	**33,856,288**	**33,852,975**

The investment portfolio, at all times during the quarter, complied with the Public Funds Investment Act and the City of Lockhart Investment Policy. TexPool, Texas CLASS and TexSTAR were also in compliance with the Public Funds Investment Act and the City of Lockhart Investment Policy throughout the quarter.

Pam Larison
Finance Director

4-27-22
Date

CITY of LOCKHART

Investment Portfolio Summary

For the Quarter Ended March 31, 2022

	Investment Portfolio			
	Book Value	**% of Total**	**Market Value**	**% of Total**
January 1, 2022				
Cash	2,982,281	9.3%	2,982,281	9.3%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	29,211,583	90.7%	29,211,302	90.7%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	**32,193,864**	**100.0%**	**32,193,583**	**100.0%**
March 31, 2022				
Cash	2,993,029	8.8%	2,993,029	8.8%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	30,863,260	91.2%	30,859,946	91.2%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	**33,856,288**	**100.0%**	**33,852,975**	**100.0%**
Change in Value				
Cash	10,748		10,748	
Marketable Securities	0		0	
Investment Pools	1,651,676		1,648,644	
Certificates of Deposits	0		0	
Portfolio Total	**1,662,424**		**1,659,392**	
	0			

Maturity Data	**Book Value @ 3/31/2022**	**Weighted Average Maturity**	**Yield to Maturity**
Cash	2,993,029	0 Days	1.00%
Marketable Securities	0	0 Days	0.00%
Investment Pools - Texas CLASS	11,431,120	49 Days *	0.29%
Investment Pools - TexPool	10,992,710	29 Days *	0.15%
Investment Pools - TexSTAR	8,439,429	38 Days *	0.11%
Certificates of Deposits	0	0 Days	0.00%
	33,856,288	35 Days	0.26%

Benchmark - 4 Week Treasury Bills - Secondary Market @ March 31, 2022 0.17%

* Weighted Average Maturity of Pool Investments - City funds are available from pools upon request.

Total Return On Investment	**Interest Earned**
Cash	7,140
Marketable Securities	0
Investment Pools - Texas CLASS	4,787
Investment Pools - TexPool	2,348
Investment Pools - TexSTAR	905
Certificates of Deposits	0
Total Return on Investment	15,180

CITY OF LOCKHART

Cash Accounts (as reconciled to FLNB)

For the Quarter Ended March 31, 2022

General Operating Account - FLNB		
		Value
January 1, 2022	$	2,982,281
Deposits		10,655,793
Withdrawals		(10,652,185)
Interest Earned		7,140
March 31, 2022	$	2,993,029

Total Cash Accounts		
		Value
January 1, 2022	$	2,982,281
Deposits		10,655,793
Withdrawals		(10,652,185)
Interest Earned		7,140
March 31, 2022	$	2,993,029

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended March 31, 2022

Holdings During the Quarter

Type of Security	CUSIP	Purchase Date	Par Value	Coupon 0.34%	Date of Maturity	Yield to Maturity	Purchase Price	Quarterly Interest Earned	Beginning Value @ Par	Beginning Book Value	Beginning Market Value	Ending Value @ Par	Ending Book Value	Ending Market Value
									January 1, 2022			March 31, 2022		
								-						0
								-						0
Totals			$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Purchases

Type of Security	CUSIP	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total	Price	Accrued Interest
				0.22%					
Totals			$ -				$ -		$ -

Maturities

	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total
$ -						
Totals		$ -	0.59%			$ -

CITY OF LOCKHART

Investment Pool Transactions Summary

For the Quarter Ended March 31, 2022

TexPool					
	Book Value	**Market Value**	**Net Asset Value**	**Weighted Aver. Maturity**	**Average Monthly Yield**
January 1, 2022	9,346,727	9,346,353	0.99996	38 Days	0.0400%
Deposits	5,572,000				
Withdrawals	(3,928,364)				
Interest Earned	2,348				
March 31, 2022	10,992,710	10,990,182	0.99977	29 Days	0.1500%

Texas CLASS					
	Book Value	**Market Value**	**Net Asset Value**	**Weighted Aver. Maturity**	**Average Monthly Yield**
January 1, 2022	11,426,333	11,426,333	1.00000	43 Days	0.0700%
Deposits	0				
Withdrawals	0				
Interest Earned	4,787				
March 31, 2022	11,431,120	11,431,120	1.00000	49 Days	0.2900%

TexSTAR					
	Book Value	**Market Value**	**Net Asset Value**	**Weighted Aver. Maturity**	**Average Monthly Yield**
January 1, 2022	8,438,524	8,438,616	1.00001	31 Days	0.0139%
Deposits	0				
Withdrawals	0				
Interest Earned	905				
March 31, 2022	8,439,429	8,438,644	0.999907	38 Days	0.1070%

CITY of LOCKHART
Certificates of Deposit Transaction Summary
For the Quarter Ended March 31, 2022

Holdings During the Quarter

CD Number	Holder	Purchase Date	Face Value	Interest Rate	Date of Maturity	Yield to Maturity	Purchase Price	Quarterly Interest Earned	Beginning Face Value	Beginning Market Value	Ending Face Value	Ending Market Value
									January 1, 2022		March 31, 2022	
			$ -				$ -	$ -	$ -	$ -	$ -	$ -

Purchases

CD Number	Holder	Purchase Date	Face Value	Interest Rate	Date of Maturity	Yield to Maturity	Purchase Price
			$ -				$ -

Maturities

CD Number	Holder	Purchase Date	Face Value	Interest Rate	Date of Maturity	Yield to Maturity	Settlement Total
			$ -				$ -

City of Lockhart

Investment Pools

Standard and Poor's Ratings

Month	TexPool	TexSTAR	Texas CLASS
April-21	AAAm	AAAm	AAAm
May-21	AAAm	AAAm	AAAm
June-21	AAAm	AAAm	AAAm
July-21	AAAm	AAAm	AAAm
August-21	AAAm	AAAm	AAAm
September-21	AAAm	AAAm	AAAm
October-21	AAAm	AAAm	AAAm
November-21	AAAm	AAAm	AAAm
December-21	AAAm	AAAm	AAAm
January-22	AAAm	AAAm	AAAm
February-22	AAAm	AAAm	AAAm
March-22	AAAm	AAAm	AAAm

City of Lockhart

Bank Collateralization

Standard and Poor's Ratings

Month			FLNB Collateralization *
April-21			AAA
May-21			AAA
June-21			AAA
July-21			AAA
August-21			AAA
September-21			AAA
October-21			AAA
November-21			AAA
December-21			AAA
January-22			AAA
February-22			AAA
March-22			AAA

* Guaranteed by US government (AAA)

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discuss Ordinance 2022-18 approving Budget Amendment 67 for the purchase of a new Frazer Type I ambulance for Lockhart EMS through Frazer, Ltd. utilizing the Houston-Galveston Area Council (H-GAC) as the procurement method.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Approval of Bid

BACKGROUND/SUMMARY/DISCUSSION: The new Frazer Type I ambulance will be deployed front-line for medical emergencies in Lockhart and Caldwell County. The ambulance will replace one of the two front-line ambulances in service currently.

The vehicle is a Type I ambulance with a Dodge Diesel F550 cab and chassis, a 12' all-aluminum patient module, back-up camera, LiquidSpring suspension, Mobile Electronic Power Solutions (MEPS) generator, Engel refrigerator, shore power, LED lighting, and horizontal O2 cylinder storage. It is best practice to remove an ambulance from the front-line to reserve after 5 years or approximately 150,000 miles. In reserve for up to 5 additional years or over 200,000 total miles, it is then replaced with a new ambulance or the patient module is remounted on a new cab and chassis. Lockhart EMS typically has four ambulances in it's fleet, two front-line and two in reserve. One of the four is currently in the process of a remount and the other three ambulances all have over 200,000 miles and are at least 5 years old.

Medic 1 (2016) is currently at Siddons-Martin waiting on a cab and chassis for its remount. It was approved by the City Council on July 6, 2021, but due to shortage of inventory, it has not been completed. The estimated delivery is late summer 2022.

The total cost to purchase the Type I ambulance as the specifications are written is $246,794. Once the ambulance is completed, the city will have to arrange for it to be transported to Lockhart from the Houston Frazer manufacturing plant.

A powered loading system and cot is being purchased from Stryker for this Frazer Type I ambulance in a separate agenda item.

PROJECT SCHEDULE (if applicable): The new ambulance is scheduled for delivery in late May 2022 and the powered loading system and cot are expected to be delivered in late June 2022 to Lockhart and will be installed locally.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

AMOUNT & SOURCE OF FUNDING:
Funds Required: $123,397.00
Account Number: 570-5319-906-00
Funds Available: $1,108,108
Account Name: EMS Fund - Capital Outlay

FISCAL NOTE (if applicable): Since this is an unbudgeted item, City Council is required to approve a budget amendment to the 2022-2023 Annual Operating Budget in the amount of $123,397.00. This amount reflects one-half of the total cost of capital. The County Judge has indicated financial support of one-half of the purchase from Caldwell County tentative to approval from the Caldwell County Commissioner's Court. Budget amendment 67 will increase the current budget to cover costs for the purchase of the Frazer ambulance and the Stryker powerlift.

PREVIOUS COUNCIL ACTION: Previously, on July 6, 2021, council approved a powered loading system and powered cot through Stryker Medical for Lockhart EMS Medic 3, and an ambulance remount for Medic 1 through Siddons-Martin Emergency Group utilizing Houston-Galveston Area Council (H-GAC).

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends purchasing the Frazer Type I ambulance for Lockhart EMS.

LIST OF SUPPORTING DOCUMENTS: ORDINANCE 2022-18 EMS ambulance and powerload, Budget amendment 67, Letter of Agreement, Lockhart Frazer Quote #2976

ORDINANCE 2022-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2022 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; RE-APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN BUDGET AMENDMENT NO. 67; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Lockhart, Texas has submitted to the Mayor and City Council a proposed amendment to the budget of the expenditures/expenses of conducting affairs of said city and providing a complete financial plan for Fiscal Year 2022; and

WHEREAS, the City Manager has requested a budget amendment to the EMS Fund; and

WHEREAS, the Mayor and Council concur with the recommendation for the City Manager and staff that the budget amendment be processed to reflect the proper expense accounts within the EMS Fund, and

NOW, THEREFORE, be it ordained by the City Council for the City of Lockhart, Texas:

That Ordinance 2022-18 is hereby adopted amending the EMS Fund Budget for Fiscal Year 2021-2022 as the same are contained in Budget Amendments 67, which are attached hereto and incorporated herein for all purposes.

This Ordinance shall be and remain in full force and effect from and after its final passage and publication in accordance with existing statutory requirements.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 3rd DAY OF MAY, 2022.

CITY OF LOCKHART

_____
Lew White, Mayor

Attest:

_____
Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Monte Akers, City Attorney

CITY OF LOCKHART
BUDGET AMENDMENT FORM
Amendment No. 67

EXPENSES	ACCOUNT NO.	Adopted Budget	Current Amendment	Total Budget after Current Amendment
Frazer ambulance and power lift purchase	570-5319-906-00	$0.00	$152,713.00	-$152,713.00
				0.00
			$152,713.00	-$152,713.00

REVENUES	ACCOUNT NO.		AMOUNT	
				$0.00
			-	$0.00
				$0.00

REASON FOR AMENDMENT
One-half cost of purchase of Frazer ambulance and Stryker powerlift.

REQUESTED BY: _____ 4/27/22
DATE

APPROVED BY: _____
DATE

POSTED _____
FINANCE DATE

Lockhart

Letter of Agreement

Vendors and addressed to be inserted below:

Houston Mac Haik Dodge Chrysler Jeep, Ltd. - 11000 I-45 North Freeway Houston, TX 77037

This LETTER OF AGREEMENT made this 19th day of April between Houston Mac Haik Dodge Chrysler Jeep, Ltd having a place of business located at 11000 I-45 North Freeway Houston, TX 77037 ("Vendor") and Lockhart EMS having a place of business at 214 Bufkin Lane Lockhart, TX 78664 ("Customer").

WHEREAS, Vendor desires to sell and Customer desires to purchase certain products, and/or services more specifically described in Quote Q2976-0001 dated April, 19, 2022 for the total amount of $245,667.00 (hereafter "Products"),

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. Vendor agrees to sell, and customer pick up, and Customer shall purchase from Vendor, the Products for the prices as set forth in detail on Quote 2976-0001.

2. The sale of the Products is governed by the terms and conditions set forth on Exhibit A, which is attached hereto and made a part hereof.

3. The Term of this Agreement shall commence on April 19th, 2022, and expire 1 year from execution date.

4. If the parties have entered into any additional covenants, promises, terms and conditions not otherwise specified herein or in any schedule or Exhibit hereto, said special provisions shall be set forth in Exhibit A. If there shall be any conflict within the provisions of this Agreement, the following order of priority shall apply: this LETTER OF INTENT, Exhibit A, Customer's purchase order, Vendor's invoice.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written.

Customer Department Name

Sign: _____

Print: Steve Lewis

Title: City Manager

Date: 04/21/2022

Houston Mac Haik Dodge Chrysler Jeep, Ltd.

Sign: _____

Print: _____

Title: _____

Date: _____

LIST OF EXHIBITS:

EXHIBIT A: Standard Terms and Conditions

EXHIBIT A

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120-day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston,TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such

failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a $350 fee per change order made in a 24-hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: To the extent allowed but law, Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

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Customer Quote

4/25/2022 2:52:56 PM

Estimate No:	Q2976-0001
Quote Date:	4/25/2022
Expiration Date:	4/25/2022
Salesperson:	AF

Invoice To: 11552
Lockhart EMS
214 Bufkin Lane
Lockhart TX 78664

Deliver To:
Lockhart EMS
214 Bufkin Lane
Lockhart TX 78664

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount	
1			1.00000000	EA	182,594.00000	182,594.00	USD
	MODULE						
		Type I 12' Module					
2			1.00000000	EA	63,000.00000	63,000.00	USD
	CHASSIS						
		2022 RAM 5500 Diesel					
3			0.00000000	M	0.00000	0.00	USD
	DELIVERY						
		Customer to Pick Up FOB Frazer					
4			1.00000000	EA	200.00000	200.00	USD
	14109						
		Regulator-Oxygen, Preset 50 PSI, 90 deg					
5			1.00000000	EA	1,000.00000	1,000.00	USD
	HGAC-NEW						
		Contract No. AM10-20					
6			1.00000000	EA	0.00000	0.00	USD
	SpecDoc						
		Configurable item to create the SpecDoc					

Sale Amount:	246,794.00
Order Disc(0.0000%):	0.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	246,794.00

Customer Quote

4/25/2022 2:52:56 PM

Estimate No:	Q2976-0001
Quote Date:	4/25/2022
Expiration Date:	4/25/2022

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount
		Due on Delivery				

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For your convenience, all pricing has been itemized below per quote Q2976-0001 for Lockhart EMS

Base Module	$	119,244.00
Chassis Exterior	$	21,375.00
Module Exterior	$	25,500.00
Chassis Interior	$	3,825.00
Module Interior	$	12,650.00
Total	**$**	**182,594.00**

Items included in above totals:

1. Type I 12' Module	$	incl
2. This is a CAAS Unit	$	incl
Chassis Exterior:		
3. Heat Shielding for Diesel Chassis	$	1,750.00
4. Chassis Options: OEM back-up camera; 8" in-dash monitor	$	incl
5. Chassis : 2022 RAM 5500, Diesel, 4x2, Regular Cab, 84" Cab to Axle, Dodge White (PW7)	$	incl
6. Suspension: LiquidSpring	$	13,550.00
7. Wheel type: Factory Aluminum	$	incl
8. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	$	325.00
9. Road Force Elite tire and wheel balancing	$	incl
10. Chassis Steps: ArcRite with Sure Grip	$	1,175.00
11. Grille Guard: Full Replacement Bumper	$	1,525.00
12. 10" and 12" Air Horns	$	1,250.00
13. Compressor Type: Standard	$	725.00
14. Switching Options: Momentary	$	100.00
15. Window Tint (35% VLT) on Chassis Doors	$	325.00
16. Passenger's side Grille Light: Whelen M4 Red Light	$	incl
17. Driver's side Grille Light: Whelen M4 Red Light	$	incl
18. Passenger's side Intersect Light: Whelen M4 Clear Light	$	incl
19. Driver's side Intersect Light: Whelen M4 Clear Light	$	incl
20. Driver Fender Light: Whelen M4 Red Light	$	325.00
21. Passenger Fender Light: Whelen M4 Red Light	$	325.00
Chassis Exterior Subtotal	**$**	**21,375.00**
Module Exterior:		
22. Power Source: MEPS	$	16,500.00

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23. Module Paint Layout: White - Frazer White (Frazer White)	$	incl
24. Frazer Provided Graphics	$	3,000.00
25. Body Drop on the Passenger's Side Forward of Rear Wheels	$	incl
26. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	$	250.00
27. Shore Power: Single 30 Amp on Front Wall	$	incl
28. Pigtail/Plug Option: Pigtail	$	incl
29. Install Ignition Kill Switch	$	325.00
30. Coax 1: Run coax from location 1 to Chassis	$	incl
31. Coax 2: Run coax from location 2 to Electrical Compartment	$	incl
32. Coax 3: Run coax from location 3 to Electrical Compartment	$	incl
33. Coax 4: Run coax from location 4 to Electrical Compartment	$	incl
34. Front Wall Light Layout: Middle 5 Lights	$	incl
35. Front Wall Light #1: Whelen M6 Clear Light	$	incl
36. Front Wall Light #2: Whelen M6 Red Light	$	incl
37. Front Wall Light #3: Whelen M6 Clear Light	$	incl
38. Front Wall Light #4: Whelen M6 Red Light	$	incl
39. Front Wall Light #5: Whelen M6 Clear Light	$	incl
40. Front Wall Driver Side Box Light: Whelen M9 Red Light	$	150.00
41. Front Wall Passenger Box Light: Whelen M9 Red Light	$	150.00
42. Driver Wall Front Box Light: Whelen M9 Red Light	$	150.00
43. Driver Wall Rear Box Light: Whelen M9 Red Light	$	150.00
44. Driver Wheel Well Light: Whelen M6 Red/Clear Light	$	100.00
45. Scene Light Option: Spectra SPA900	$	incl
46. O2 Compartment Style: Laydown O2 with Adjustable Shelf	$	incl
47. O2 Rollers for an H Cylinder	$	incl
48. 2 high D Cylinder Holder in the O2 Compartment Next to Laydown	$	200.00
49. O2 Cylinder Changing Wrench	$	100.00
50. Electrical Compartment Style: Standard Electrical Compartment	$	incl
51. Lower Storage Style: Standard Lower Storage	$	incl
52. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well	$	incl
53. Dometic Self-Contained A/C with Exhaust Fan	$	incl
54. Rear Storage Compartment Style: Rear Storage with divider and shelf with I/O access	$	575.00

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55. Module Window Option: Sliding Window	$	incl
56. Upper Rear Wall Light Layout: 3 Across	$	incl
57. Upper Light #1: Whelen M6 Load Light	$	incl
58. Upper Light #2: Whelen M6 Amber Light	$	incl
59. Upper Light #3: Whelen M6 Load Light	$	incl
60. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	$	incl
61. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	$	incl
62. Lower Light #3: Whelen M6 Amber Light	$	incl
63. Lower Light #4: Whelen M6 Amber Light	$	incl
64. Rear Wall Driver Box Light: Whelen M9 Red Light	$	150.00
65. Rear Wall Passenger Box Light: Whelen M9 Red Light	$	150.00
66. Rear Backboard: No Shelf	$	incl
67. Lower BTTs: 2 Grote Lights on each side	$	incl
68. Rear Bumper	$	incl
69. Door Grabbers	$	incl
70. License Plate Light	$	incl
71. Passenger Wall Front Box Light: Whelen M9 Red Light	$	150.00
72. Passenger Wall Rear Box Light: Whelen M9 Red Light	$	150.00
73. Passenger Wheel Well Light: Whelen M6 Clear/Red Light	$	100.00
74. Passenger Scene Light Activated with Side Entry Door	$	350.00
75. Interior Step Option: Double Step Well	$	incl
76. Passenger Rear Compartment Style: Passenger Side Storage Compartment	$	incl
77. Door Locks on Entry Doors and Front I/O	$	1,600.00
78. Gas Hold Open on All Compartments	$	1,200.00
Module Exterior Subtotal	**$**	**25,500.00**

Chassis Interior:

79. Siren Speakers: Whelen SA 315 Speakers	$	incl
80. Tap-2 on Primary Siren	$	incl
81. Siren Option: Whelen C9 Siren in Console	$	incl
82. Mic 1 on passenger's side slot 1	$	incl
83. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	$	incl
84. Slot 1: Double Slot Switch Panel	$	incl
85. Slot 2: Joined with 1	$	incl

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86. Slot 3: Siren 1	$	incl
87. Slot 4: Radio Plate: 7.5 L X 2.5 W opening dims	$	incl
88. Slot 5: Double Blank Insert	$	200.00
89. Slot 6: Joined with 5	$	incl
90. Kussmaul USB at Console	$	250.00
91. Console Switch Layout : Primary - Secondary - Air Horn - Blank - Blank - Blank - Kussmaul USB - Rear Load - Interior Lights - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Blank -	$	incl
92. New Armrest	$	250.00
93. Console Layout: 6-Slot Console	$	incl
94. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	$	200.00
95. Rear of Console: Single Mapholder	$	250.00
96. Chassis Rear Wall: 3 High Glove Box Holder	$	250.00
97. Camera System: Voyager 7" Monitor with Back-Up Camera	$	1,875.00
98. White Back-up Camera	$	incl
99. Tremco Anti-Theft System	$	550.00
Chassis Interior Subtotal	**$**	**3,825.00**

Module Interior:

100. Protek Cushions	$	incl
101. Gunmetal Grey Interior	$	incl
102. Stainless Steel Countertops	$	incl
103. Safety Yellow Powdercoated Grab Rails	$	200.00
104. Front I/O with Lexan Doors	$	incl
105. Quad Outlet in the Front I/O	$	incl
106. Module Heater : New	$	1,000.00
107. 15 Qt. Engel Fridge	$	1,050.00
108. Duplex Outlet on the Front Wall	$	incl
109. Duplex Outlet in the Front Corner Area	$	200.00
110. Netting at the Front Corner Area	$	incl
111. Double Locking Aluminum Drug Box	$	375.00
112. Location 1: 4 Switch w/Thermostat	$	incl
113. Location 2: Single O2 Outlet	$	incl
114. Location 3: 12VDC wired Ignition	$	150.00
115. Location 4: Dual USB receptacles	$	250.00

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116. Location 6: Suction	$	incl
117. Location 7: Quad 120 VAC	$	incl
118. Location 8: None	$	incl
119. Location 9: Blank	$	incl
120. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Module Heater - Hi/Off/Low;	$	incl
121. Technimount LP-15 Monitor Mount (Heavy Duty) on the Action Wall Countertop	$	1,700.00
122. Sharps Container at Action Wall	$	incl
123. Acrylic Holder at the Action Wall Cabinet	$	incl
124. New 6pt Harness at the CPR Seat	$	600.00
125. Acrylic Holder Aft CPR Seat	$	incl
126. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	$	incl
127. Two Seating Positions at the Squad Bench - 1 and 2	$	incl
128. Harness Type for Seat Position 1: New 6pt Harness	$	600.00
129. Harness Type for Seat Position 2: New 6pt Harness	$	600.00
130. 22 Pocket Acrylic Holder	$	725.00
131. New Glove Box & Handrail at the Head of the Squad Bench	$	325.00
132. Trashcan With Lid at the Head of the Squad Bench	$	incl
133. O2 Outlet at the Squad Bench Wall	$	incl
134. O2 Outlet in Ceiling Raceway	$	375.00
135. IV Hanger on Ceiling Raceway	$	incl
136. Overhead Grabrails on Both Sides	$	250.00
137. IV Hanger on Squad Bench Ceiling	$	incl
138. Head knocker options: With Clock only	$	525.00
139. Stryker cot tower only (no antler and bar)	$	incl
140. Floor Options: Stryker Floor Track Only (for Power-LOAD) - Gen 2	$	2,900.00
141. Loncoin II Onyx Floor	$	incl
142. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	$	825.00
Module Interior Subtotal	**$**	**12,650.00**
143. Temporary Supply Chain Surcharge	$	12,344.00

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Email this quote along with your PO

to Adam Fischer at afischer@frazerbilt.com

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Mac Haik Dodge Chrysler Jeep.

Mac Haik Dodge Chrysler Jeep
11000 I - 45 North Freeway
Houston TX 77037

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston,TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a $350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

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City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discuss purchase of a powered loading system and powered cot through Stryker Medical to be installed in a new Frazer Type I ambulance being purchased for Lockhart EMS.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Approval of Bid

BACKGROUND/SUMMARY/DISCUSSION: The "powered loading and cot system" is a method for managing the stretcher during loading and unloading in the ambulance, while increasing the safety of the patient and personnel. The powered loading system (Stryker MTS Power Load) and the powered ambulance cot (Stryker Power-PRO XT MTS) are for a new Frazer ambulance being purchased for Lockhart EMS. The cost includes the maintenance and service agreement for the powered loading system and cot. The powered loading and cot system is currently used on other Lockhart EMS ambulances and is the sole resource of Stryker Medical.

The cost for the powered loading and cot system plus maintenance agreements is $58,131.04 plus approximately $500 to install by a separate vendor for a total of $58,631.04.

PROJECT SCHEDULE (if applicable): The new ambulance is scheduled for delivery in late May 2022 and the powered loading system and cot are expected to be delivered in late June 2022 to Lockhart and will be installed locally.

AMOUNT & SOURCE OF FUNDING:
Funds Required: $29,315.52
Account Number: 570-5319-906-00
Funds Available: $401,893.00
Account Name: Capital Outlay

FISCAL NOTE (if applicable): Since this is an unbudgeted item, City Council is required to approve a budget amendment to the 2022-2023 Annual Operating Budget in the amount of $29,315.52. This amount reflects one-half of the total cost of capital. The County Judge has indicated financial support of one-half of the purchase price, tentative upon approval from the Caldwell County Commissioner's Court.

A budget amendment has been combined with the purchase of the Frazer ambulance and is contingent on City Council approval of the purchase.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

PREVIOUS COUNCIL ACTION: Previously, on July 6, 2021, council approved a powered loading system and powered cot through Stryker Medical for Lockhart EMS Medic 3, and an ambulance remount for Medic 1 through Siddons-Martin Emergency Group utilizing Houston-Galveston Area Council (H-GAC).

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the purchase of the powered loading and cot system for the new Frazer ambulance being purchased.

LIST OF SUPPORTING DOCUMENTS: Lockhart EMS_Powered System Quote 4-21-22, Power System Brochure, Stryker EC Sole Source Letter all products

stryker

Powered System

Quote Number:	10521874	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CITY OF LOCKHART	Rep:	Jordan Costello
	Attn:	Email:	jordan.costello@stryker.com
		Phone Number:	
		Mobile:	512-673-.0636
Quote Date:	04/21/2022		
Expiration Date:	07/20/2022		

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	CITY OF LOCKHART	Name:	CITY OF LOCKHART	Name:	CITY OF LOCKHART
Account #:	1193956	Account #:	1193956	Account #:	1193956
Address:	214 BUFKIN LN	Address:	214 BUFKIN LN	Address:	214 BUFKIN LN
	LOCKART		LOCKART		LOCKART
	Texas 78644		Texas 78644		Texas 78644

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550003	MTS PWLD EXCLUDES FLOOR PLATE	1	$23,105.00	$23,105.00
2.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	1	$21,960.14	$21,960.14
				Equipment Total:	$45,065.14

ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
3.1	76011PT	ProCare Power-LOAD Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for MTS PWLD EXCLUDES FLOOR PLATE	6	1	$7,778.40	$7,778.40
3.2	71061PT	ProCare Power-PRO Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	5	1	$5,287.50	$5,287.50
				ProCare Total:		$13,065.90

stryker

Powered System

Quote Number:	10521874	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CITY OF LOCKHART	Rep:	Jordan Costello
	Attn:	Email:	jordan.costello@stryker.com
		Phone Number:	
		Mobile:	512-673-.0636
Quote Date:	04/21/2022		
Expiration Date:	07/20/2022		

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$0.00
Grand Total:	$58,131.04

Prices: In effect for 90 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at https://www.strykeremergencycare.com/terms.

stryker

Powered
loading system

Reduce the risk of injuries when loading and unloading cots

Being an EMS worker is a demanding job, both physically and emotionally. The repetition of loading and unloading cots in and out of an ambulance day after day can take its toll on the body.

Power-LOAD® powered fastener system

Injury reductions

100%

reduction in cot related injuries saved one service $545,500 in 4.5 years.[4]

99%

of those surveyed agree our Powered System has made their job easier.[5]

Adverse cot events reduced

96%

by one service with the assistance of the Power-LOAD cot fastener system and Power-PRO XT cot.[6]

1 in 4

1 in 4 EMS workers will suffer a career ending back injury within their first four years in the field[1]. The number one cause – Lifting. Our Power-PRO XT powered ambulance cot utilizes a battery-powered hydraulic system effectively raising and lowering a cot at the touch of a button. Use of the Power-PRO XT has proven to reduce spinal loading, resulting in reduced injuries, lost or modified workdays and Workers' Compensation costs, and increased recruitment and retention.

Power-PRO® XT
powered ambulance cot

X-Restraint Package
Meets SAE J3027 dynamic crash test safety standards.

Proven to save guarantee[2,3]

100% reduction in missed safety hooks

At Stryker we stand behind our products. For qualifying purchasers[2], upon standardization, Stryker offers a program that guarantees at least a **50% reduction** in cot-related injuries pertaining to raising, lowering, loading and unloading cots and **100% reduction** in missed safety hooks while unloading cots with the Power-PRO and Power-LOAD in full power operation. If not, Stryker will refund the price paid for the Power-PRO cots and Power-LOAD cot fastening systems.[3]

50% reduction in cot related injuries

Power-PRO® XT

Specifications

Model Number	**6506**
Height[1] (infinite height positioning between lowest and highest position)	
Highest Position	41.5 in. (105 cm)
Lowest Position	14 in. (36 cm)
Length	
Standard	81 in. (206 cm)
Minimum	63 in. (160 cm)
Width	23 in. (58 cm)
Weight[2]	125 lb (57 kg)
Wheels	
Diameter	6 in. (15 cm)
Width	2 in. (5 cm)

Articulation	
Backrest	0–73°
Shock Position	+15°
Optional Knee Gatch	30°
Maximum Weight Capacity[3]	700 lb (318 kg)
Minimum Operator Required	
Occupied Cot	2
Unoccupied Cot	1
Recommended Fastener System	
Power-LOAD	Model 6390
Floor Mount	Model 6370 or 6377
Wall Mount	Model 6371
Recommended Loading Height[4]	Up to 36 in (91 cm)

[1] Height measured from bottom of mattress, at seat section, to ground level.

[2] Cot is weighed with one battery pack, without mattress and restraints.

[3] 700 lb weight capacity with an unassisted lift capacity of 500 lb (Cot loads over 300 lb (136 kg) may require additional assistance to meet the set cot load height).

[4] Can accommodate load decks up to 36 in. Load height can be set between 26 in and 36 in.

Stryker reserves the right to change specifications without notice.

The Power-PRO XT is designed to conform to the Federal Specification for the Star-of-Life Ambulance KKK-A-1822.

The Power-PRO XT is designed to be compatible with competitive cot fastener systems.

Meets dynamic crash standards with Power-LOAD cot fastening system (AS/NZS-4535, BS EN-1789 and SAE J3027 with X-restraints) and Performance-LOAD cot fastening system (SAE J3027 with X-restraints).

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: **Performance-LOAD, Power-LOAD, Power-PRO, Stryker,** . All other trademarks are trademarks of their respective owners or holder.

The yellow and black color scheme is a registered trademark of Stryker Corporation

Power-LOAD®

Specifications

Model Number	6390
Length	
Overall length	95 in (241 cm)
Minimum length	89.5 in (228 cm)
Width	24.5 in (62 cm)
Weight	
Total weight	211.5 lb (96.5 kg)
Floor plate assembly	16.5 lb (7.5 kg)
Anchor assembly	23 lb (10.5 kg)
Transfer assembly	67 lb (30.5 kg)
Trolley assembly	105 lb (48 kg)

Maximum weight capacity*	700 lb (318 cm)
Minimum operator required	
Occupied cot	2
Unoccupied cot	1
Recommended loading height 22 in to 36 in (56 cm to 91 cm)	
Battery (6390-001-468)	12 VDC, 5 Ah lead acid battery

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: **Flex Financial, Performance-PRO, Power-LOAD, Power-PRO, ProCare, SMRT, Stryker**. All other trademarks are trademarks of their respective owners or holder.

*Maximum weight capacity represents patient weight and assessories. Safe working load of 870 lb (395 kg) represents the sum of the cot total weight and patient.

The Power-LOAD Cot Fastener System is designed to conform to the Federal Specification for the Star-of-Life Ambulance KKK-A-1822.

1. Sanders, Mick J. (2011) Mosby's Paramedic Textbook (4th ed., p. 36)
2. Please contract your sales representative to see if you qualify for the EMS Guarantee.
3. Subject to the terms and conditions of EMS proven to save.
4.Reference: Stryker (2018). EMSStat – Norman Regional Health System Case Study (Case Study on Power-PRO XT cots and Power-LOAD cot fastening systems). Retrieved from: http://ems.stryker.com
5 Reference: Stryker. (2012). Superior Ambulance Case Study [Case Study on Power-PRO XT cots]. Retrieved from: http://ems.stryker.com
6.Emergency Medical Services Authority. (2015). Risk Reduction Success Story: Utilization of the Stryker Power-LOAD Cot Fastener System in the EMSA System. Tulsa, Oklahoma and Oklahoma City, Oklahoma: Emergency Medical Services Authority. *Data provided by EMSA

3800 E. Centre Avenue
Portage, MI 49002 USA
t: 269 329 2100
toll free: 800 327 0770

ems.stryker.com

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To whom it may concern:

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New Emergency Relief Patient Cover
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR® coaching devices
- CODE-STAT™ data review software and service
- Power-PRO XT ambulance cot
- Performance-PRO XT ambulance cot
- Power-LOAD cot fastener
- Stair-PRO stair chair
- Performance-LOAD cot fastener
- LIFEPAK CR2 automated external defibrillator
- LIFEPAK CR Plus automated external defibrillator
-

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.net® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe Solution℠ Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

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Emergency Care
11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discuss the proposed *Texas Monthly* 2022 BBQ World's Fair Event Sponsorship Agreement for the November 5 - 6, 2022 Texas Monthly BBQ World's Fair Event.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On January 18, 2022, City Council approved a proposal from *Texas Monthly* to host the Texas Monthly 2022 BBQ World's Fair in Lockhart on November 5 - November 6, 2022. Since 2009, *Texas Monthly* has brought together BBQ enthusiasts at a BBQ festival held at the Long Center in Austin. As the event has evolved and grown, *Texas Monthly proposed* to relocate the festival to the Barbecue Capital of Texas: Lockhart. The event will be a 2-day weekend festival. Starting on Saturday, November 5, 2022 in the downtown area. The second day of the festival will be held at City Park. The City will contribute up to $25,000 of in-kind services including permitting assistance, emergency personnel staffing, use of the downtown streets and City Park, barricades and staffing for street closures, shuttle transportation, utilities, etc.

Preparations for the November event have kicked off with *Texas Monthly* holding informational meetings with both Chambers, the Downtown Business Association, and several local businesses.

Texas Monthly has offered Lockhart the opportunity of an event sponsorship for $28,700 to promote Lockhart with both print and video packages. The sponsorship fee includes $20,000 for one interactive visual storytelling feature and $8,700 for one full-page brand ad in *Texas Monthly* magazine.

The proposed sponsorship agreement specifies event details and the City's in-kind service contributions, as well as the opportunity for the event sponsorship.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required: $28,700.00
Account Number: 100-5101-724-00
Funds Available: $26,000
Account Name: Promotions

FISCAL NOTE (if applicable): The Annual Operating Budget for FY 2022 has a promotional line item for the Lockhart Grand Prix which has officially been cancelled. Council action can redirect these funds.

Uncommitted funds on hand from the Hotel/Motel Fund are in excess of $38,000 that can be used to fund some or all of these events.

PREVIOUS COUNCIL ACTION: January 18, 2022: approval of holding event in Lockhart on November 5 - 6, 2022, and directed staff to report progress and details of the event.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: City staff respectfully requests direction from City Council.

LIST OF SUPPORTING DOCUMENTS: History: January 18, 2022 Council Agenda Cover Sheet, History: Letter from Texas Monthly, History: January 18, 2022 Presentation, Event Sponsorship Agreement - Texas Monthly 2022 BBQ World's Fair

HISTORY

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Discussion and presentation by *Texas Monthly* regarding holding a BBQ Fest in Lockhart in 2022.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

Since 2009, *Texas Monthly* BBQ Fest has brought together BBQ enthusiasts to a major event at the Long Center in Austin. As this event has evolved and grown, *Texas Monthly* is seeking a new long-term home for this event in Lockhart and adding a new day to the festival billed as the BBQ World's Fair.

The event is slated for November 5-6. 2022 to be held on the Courthouse Square and City Park. It is expected the event will draw 5,000 attendees on Saturday (open to public) and 4,000 attendees on Sunday (ticketed). *Texas Monthly* will provide planning, production, staffing, marketing, ticketing, services and sponsorships.

The City is being requested to financially assist in this multi-day event by contributing the equivalent of $25,000 of in-kind services .

The City may also have the opportunity to consider an event sponsorship which could promote Lockhart with either print or video packages via HOT funding this year.

Attached is a cover letter and presentation describing this festival and request for City support.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

HISTORY

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: City staff supports this request to not exceed $25,000 in in-kind and special services.

Should this request be approved, the City and *Texas Monthly* will develop the standard agreement (including street closures) for Council consideration and adoption.

LIST OF SUPPORTING DOCUMENTS: Letter from Texas Monthly, Presentation.

TexasMonthly

Friday, January 14, 2022

Dear Lockhart City Council,

Texas Monthly is thrilled at the opportunity to partner with your city—the world's capital of BBQ—on our annual *Texas Monthly* BBQ Fest. For more than a decade, this event has attracted thousands of barbecue fanatics from all over the state and world.

Since 2009, the festival has been hosted in downtown Austin, but as the event has evolved and grown, we are seeking a new long-term home for the event and its future.

The city of Lockhart is home to a storied barbecue legacy. By relocating the festival's flagship event (featuring *Texas Monthly* Top 50 BBQ joints)—and adding a new day to the festival billed as the BBQ World's Fair—we hope to celebrate this history and integrate it into the event's narrative.

The BBQ World's Fair will celebrate the big, wide world of barbecue, from its roots in Central Texas to the far reaches of the globe. We envision a colorful, inclusive community event that showcases many different aspects and flavors of barbecue, the people who contribute to its craft and culture, and the people who love to eat it.

As we work to plan the event, we are excited to collaborate with members of your staff and business community. It is our goal to be additive to the Lockhart community in a way that benefits as many as possible.

Thank you for your time and attention during this process.

Sincerely,

Melissa Reese
Director of Video & Events, *Texas Monthly*

P.O. BOX 1569 • AUSTIN, TEXAS 78767-1569 • PHONE: 512-320-6900 • FAX: 512-476-9007

Texas Monthly BBQ FEST

2022 EVENT PROPOSAL

City of Lockhart

Texas Monthly
BBQ FEST

EVENT OVERVIEW

THE ULTIMATE EVENT FOR TEXAS BBQ

What: Since 2009, *Texas Monthly* BBQ Fest has brought together the top barbecue joints from across Texas for the ultimate celebration of 'cue in the state's capital. Historically, the festival includes a few smaller, exclusive food events hosted at local joints, culminating in a large bash featuring 30+ barbecue joints on the lawn of the Long Center.

When: Late October – Early November

Who: 4,000 Total Attendees

Splash: Generates Over 200 Million Unique Monthly Views

A NEW TOP 50

With the release of a new and exciting Top 50 list, we're setting our sights on something ambitious for 2022.

Texas Monthly
BBQ FEST

A NEW CITY PARTNER

This is where the BBQ Capital of Texas comes in...

Texas Monthly
BBQ FEST

FUTURE PLANS

GOALS FOR THE FUTURE OF BBQ FEST

- Create Longterm Home for BBQ Fest and Our Top 50 BBQ Joint Event
- Introduce *NEW* Community Event that Celebrates Big, Wide World of BBQ—The "BBQ World's Fair"
- Strengthen Partnership with Feeding Texas & Community Give-Back Component
- Create Beneficial Opportunities for Local Businesses & Organizations

Texas Monthly
BBQ FEST

EVENT OVERVIEW

BUILDING A NEW HOME AND PARTNER FOR BBQ FEST

What: BBQ Fest Weekend in the BBQ Capital of Texas, possibly growing into long-term mutually beneficial partnership.

- **Friday:** Possible Kickoff Party* with community partner (Evening)
- **Saturday:** BBQ World's Fair in Downtown Lockhart (TBD 12-8p)
- **Sunday:** Top 50 Event in City Park (12-4p)

When: November 5-6, 2022

Who: 5,000 Saturday Attendees (Open to Public) / 4,000 Sunday Attendees (Ticketed)

***Texas Monthly* Would Secure:** Planning, production, staffing, marketing, ticketing, sponsorships

**Dependent on if a sponsor underwrites this event*

Texas Monthly
BBQ FEST

EVENT OVERVIEW

BBQ WORLD'S FAIR IN THE BBQ CAPITAL OF THE WORLD

The "BBQ World's Fair" will showcase barbecue fusion, international flair, out-of-state pitmasters, live expositions, music, and a variety of vendors tied to the world of 'cue. Open-to-the-public with ticketed BBQ vendors.

- **5 Guest BBQ Vendors (Ex: Out-of-State; BBQ Fusion)**—*Ticketed*
- **Sponsor Tents**—*Activations/Freebies*
- **Market/Expo Vendors (Ex: BBQ Accessories, Handmade Goods, Artists)**—*Cash/Card Payment*
- **Live Music**—*Free to Public*

How can we support/integrate the downtown business the community? What will be most helpful?

Texas Monthly
BBQ FEST

EVENT OVERVIEW

SUPPORT FROM THE CITY

Below is a list of desired services and support, from a city perspective. These costs are currently built into our budget and **estimated between $20-25k.** We ask that our city partner contribute some of these services in-kind, when possible.

- **Permitting:** Street; Fire; Police; Sound; Building; Parking; Help with any county permitting; Etc.
- **Staffing:** Off Duty officers/cars for closure and security; Stand by EMT's; Fire Watch (if needed)
- **Venues:** Help with Parks depo/ costs associated; Help with getting local businesses on board; Access to Utilities
- **Transportation:** Places to park cars; School buses; creating best locations for ride shares; Help with any TXDoT contacts

In addition, the city may consider an event sponsorship, which can have logo inclusions, promotions, and media on *Texas Monthly* platforms to tout Lockhart. Sponsorships start at $50,000 and can be negotiated with in-kind services in mind.

Texas Monthly BBQ FEST

Questions? Comments?

Carolyn Chavana (Business Lead)
Chief Operating Officer, *Texas Monthly*
cchavana@texasmonthly.com

Melissa Reese (Project Lead)
Director of Video & Events, *Texas Monthly*
mreese@texasmonthly.com

Elda Arellano (Sponsorships)
Account Director, *Texas Monthly*
earellano@texasmonthly.com

Neil Maris (Event Production)
neil@duty-now.com

TEXAS MONTHLY 2022 BBQ WORLD'S FAIR

EVENT SPONSORSHIP AGREEMENT

This Event Sponsorship Agreement ("Agreement") is entered into by and between Texas Monthly LLC, a Texas limited liability company ("Texas Monthly") and the City of Lockhart, Texas, a municipality of the State of Texas ("Client"), and governs the terms of Texas Monthly's presentation of the 2022 BBQ World's Fair event at the Lockhart venues described in this Agreement (the "Event") and Client's sponsorship thereof, in each case on the terms provided in this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Events.**

- **Event Description.** This 2-day event comprises (i) a "BBQ World's Fair" - a ticketed, public live showcase of barbecue fusion, international flair, out-of-state pitmasters, live expositions, music, and a variety of vendors tied to the world of barbecue; and (ii) the *Texas Monthly* BBQ Fest – the classic, ticketed BBQ festival that features pitmasters from Texas Monthly's latest quadrennial list of the Top Fifty barbecue joints in Texas.
- **Sponsorship Fee.** In consideration of Texas Monthly's presentation of the Event, Client shall pay Texas Monthly a sponsorship fee of $53,700, comprising the following (i) $25,000 of in-kind support as described below, (ii) a $20,000 cash payment in respect of one (1) interactive visual storytelling feature, and (iii) a $8,700 cash payment in respect of one (1) full page brand ad in *Texas Monthly* magazine per the terms of Exhibit A. 50% of these amounts are payable within ten (10) business days of the execution of this Agreement, with the remaining 50% payable no later than ten (10) business days prior to the Event.
- **Event Details –**
    - Day 1 – *BBQ World's Fair*. This event will be held in downtown Lockhart, Texas on Saturday, November 5, 2022 from 12 p.m. -7 p.m. This is a ticketed, public event, with an estimated 7,000-10,000 attendees.
    - Day 2 - *Texas Monthly BBQ Fest*. This event will be held at City Park in Lockhart, Texas on Sunday, November 6, 2022 from 12 p.m. – 4 p.m. This is a ticketed, public event, with an estimated 4,000 attendees.
    - Client will provide the above venues, and security for each, at no cost to Texas Monthly, as part of its in-kind consideration payable under this Agreement.
    - Event times are subject to mutual agreement of the parties in advance. Map for BBQ World's Fair downtown Lockhart location is depicted in attached Exhibit B.
- **Artist/Presenter lineup and Event content.** Texas Monthly shall be responsible for curating and engaging the line-up of artists/presenters for the Event and shall have sole decision-making authority for the content and curation of the Event.
- **In-Kind Support.** The in-kind support to be provided by Client includes the following:
    - All city permitting (street, fire, police, sound, building, parking, etc.) and assistance with all other permitting requirements for the Event. Street closures for downtown Lockhart requested as follows: interior lanes of the downtown square starting at 5 p.m. on Thursday, November 3, 2022 with the remaining street closures starting at 5 p.m. on Friday, November 4, 2022; all streets to be reopened by 11 p.m. on Saturday, November 5, 2022. TM requests access to City Park for event set up starting at 8 a.m. on Wednesday, November 2, 2022 with exclusive use of the City Park starting at 5 p.m. on Friday, November 4, 2022 through 5 p.m. on Sunday, November 6, 2022. All event material and

equipment to be removed from City Park grounds by 5 p.m. on Tuesday, November 8, 2022.

- Staffing: police officers/cars for closure and security; stand by EMTs; fire watch, if needed. Texas Monthly to work with Client's safety teams to ensure the necessary personnel is onsite.
- Venues: securing access to utilities.
- Transportation: provision of sufficient parking locations with reasonable event access; school buses for attendee transport; creation of ride share locations; facilitation of any TX DOT meetings that may be required. Texas Monthly is envisioning using the High School as the main parking lot and utilizing LISD school buses for transportation to be provided by Client.
- Trash will be managed by Texas Monthly-hired cleaning staff, who will also supply receptacles.
- Texas Monthly will supply portable restrooms at both venues.

- **Texas Monthly Services.** Texas Monthly will provide Client with sponsor logo placement on promotional signage and at the Event, including on digital promotions for the Event. Visual storytelling feature includes 100% share of voice of one interactive feature. One full page brand advertisement in *Texas Monthly* is also included in this sponsorship package.

2. **Term.** The term of this Agreement will commence on the date of the last signature below (the "Effective Date") and, unless earlier terminated as provided herein, will continue in full force and effect until December 31, 2022.

3. **Cancellation.** Either party may terminate this Agreement for any or no reason with not less than one hundred twenty (120) days prior written notice before the Event date, with no further obligations, except that the terminating party shall be obligated to pay or promptly reimburse the other party for any unavoidable costs incurred by the non-terminating party as a consequence of such termination(e.g., guaranteed artist fees). Texas Monthly also retains the right to cancel any portion of or all of the Event at any time for cause, including, without limitation, safety concerns, Client's non-compliance with this Agreement, or for other reasons as set forth herein, after advance notice and opportunity to cure as follows: (a) more than two weeks prior to the Event, the notice and cure period shall be 72 hours; and (b) for the two weeks prior, the notice and cure period shall be 24 hours. Upon termination of this Agreement, all rights granted to Client under this Agreement, including any trademark rights, shall immediately cease. Client acknowledges that failure to comply with its trademark obligations under this Agreement will result in immediate and irreparable harm to Texas Monthly, entitling it to injunctive and any and all other appropriate relief.

4. **Event Revenues.** Texas Monthly shall be entitled to 100% of the proceeds of any third-party sponsorships it procures for the Event.

5. **Event Marketing.** Texas Monthly, at a minimum, will provide (i) six (6) full page print ads promoting the event and one full page print recap ad in *Texas Monthly* magazine, as well as TexasMonthly.com, promoting the Event and including logos of all Event sponsors; (ii) social media and email marketing consisting of four (4) Facebook posts, four (4) Instagram posts, four (4) twitter posts, and four (4) email blasts promoting the event; (iv) a dedicated Facebook event page; (v) an Event page on texasmonthly.com; an (vii) an Event program that includes Event sponsor logos for each day of the Event.

6. **Content Capture.** Texas Monthly shall have the sole and unlimited right to record, stream, photograph or otherwise reproduce or distribute any audio, video or photographs of the Event. Except to the extent otherwise expressly approved in writing by Texas Monthly, Client shall not record, reproduce, or transmit any portion of the Event in any manner or by any means whatsoever, nor permit or cause others to do so; provided, however, that Client may take photographs solely for use on its website, social media platforms, e-newsletters and year-end reporting, so long as no images of artists or performers at the Event are captured within such photography.

7. **Texas Monthly Trademarks.** Texas Monthly authorizes Client to use Texas Monthly's name and logo in connection with, and solely for purposes of, the promotion of the Event. Such use shall strictly comply with any use guidelines provided by Texas Monthly to Client. All rights not licensed herein are explicitly reserved by Texas Monthly.

8. **Compliance with Laws.** Client acknowledges that Texas Monthly reserves the right to impose rules and requirements applicable to the Event and/or the activities of Client in connection with the Event, and Client shall promptly take such corrective action as Texas Monthly may reasonably require in order to maintain and/or conform to any such rules or requirements. Client acknowledges that local, state and federal entities have rules and regulations which may impact activities and promotions during the Festival. Each party shall ensure that its activities under this Agreement comply with all federal, state and local laws, ordinances, codes, rules, and regulations.

9. **Insurance.**

(a) Client will procure and maintain, at its own expense, Commercial General Liability ("CGL") insurance with a combined single limit of not less than $1 million per occurrence and $2 million in the aggregate, which policy must be in full force and effect for the Event and any associated load-in and load-out times before and after the Event. This policy must be taken out in the name of the Client and must specifically identify Texas Monthly LLC, and its officers, employees and agents as additional insureds. No later than thirty (30) days prior to the Event, Presenter shall provide Texas Monthly with proof of such insurance.

(b) Failure of Client to provide proof of liability insurance is grounds for termination of this Agreement by Texas Monthly but does not waive any other rights Texas Monthly has hereunder or otherwise.

(c) CLIENT WAIVES ALL RIGHTS OF SUBROGATION AGAINST TEXAS MONTHLY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS OR EMPLOYEES AND REPRESENTATIVES TO THE EXTENT OF ALL LOSSES OR DAMAGE COVERED BY ANY POLICY OF INSURANCE. CLIENT AGREES TO ADVISE ITS INSURER OF SUCH WAIVER, AND OBTAIN ALL ENDORSEMENTS REQUIRED FOR SUCH WAIVER TO BE EFFECTIVE.

(d) Texas Monthly will procure and maintain, at its own expense, CGL insurance at the same coverage required of Client above.

10. **General Release.** Client expressly releases and discharges Texas Monthly from any and all liabilities for any loss, injury, or damages to any and all person(s) or property that may be sustained by reasons of Client's or its representatives' occupancy of the Event venue.

11. **Indemnification.** Client assumes full responsibility for and, to the extent allowed by law, shall indemnify, defend and hold harmless Texas Monthly and its successors, assigns, parents and subsidiaries, and the officers, directors and employees of each of them, from and against any and all claims, losses, actions, damages, expenses and all other liabilities, including, without limitation, costs and reasonable attorneys' fees arising out of or in connection with (a) any acts or omissions of Client or any of its agents, assigns, contractors or their employees; (b) any of the foregoing parties' unauthorized use of intellectual property, including without limitation, trademarks owned by Texas Monthly, or (c) Client's breach of any obligation, representation or warranty contained in this Agreement. This obligation to indemnify will survive the expiration or termination of this Agreement.

12. **Damages Waiver.** EXCEPT WITH RESPECT TO CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, OR INFRINGEMENT OF TEXAS MONTHLY'S INTELLECTUAL PROPERTY, AND NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES, WHETHER BASED ON CONTRACT, TORT, WARRANTY,

OR OTHER LEGAL OR EQUITABLE GROUNDS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR OTHER PECUNIARY LOSS, ARISING OUT OF THIS AGREEMENT OR THE SERVICES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY.

13. **"As Is" Nature.** EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY PRODUCTS SERVICES, OR PROPERTY PROVIDED OR TO BE PROVIDED BY TEXAS MONTHLY HEREUNDER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, ARE MADE WITH RESPECT TO THE SAME, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. **Representations and Warranties.** Each party represents and warrants to the other party that: (a) it has the full power and authority to enter into this Agreement and to carry out the provisions thereof; (b) the person executing this Agreement on behalf of such party is authorized to do so; (c) the rights granted hereunder shall not violate any law or infringe upon the rights of any third parties; and (d) such party shall comply with all laws, ordinances, or governmental rules or regulations and order applicable to presentation of the Event.

15. **Notices.** All notices to be given with respect to this Agreement shall be given to Texas Monthly and to Client, respectively, at the address below and shall be in writing, postage or delivery charges prepaid. All notices shall be effective upon actual receipt or refusal of delivery by the party to whom given. Either party may change the address at which it is to receive notice by giving notice thereof to the other Party.

If to Client:

City of Lockhart
Attn: City Manager
Address: 308 W. San Antonio Street
Lockhart, Texas 78644
Email: slewis@lockhart-tx.org

If to Texas Monthly:

TEXAS MONTHLY LLC
Attention: Jalaane Levi-Garza, Chief Revenue Officer
816 Congress Ave.
Austin, Texas 78701

Email: jlevigarza@texasmonthly.com

with a copy to Charlie San Miguel, General Counsel, at csanmiguel@eprod.com

16. **General Provisions.** Nothing contained in this Agreement establishes a partnership or joint venture with Texas Monthly. This Agreement shall be governed by the laws of the State of Texas and exclusive venue for all disputes arising under or related to it shall lie in a court of proper jurisdiction in Harris County, Texas. The obligations set forth herein relating to indemnification, limitations of liability, governing law and venue, and general provisions shall survive the expiration or earlier termination of this Agreement. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms. This document represents the entire agreement of the parties with respect to the subject matter hereof and cannot be amended except by a writing signed by both parties. Headings are included for convenience only and

will not be used to construe this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an original. The language of this Agreement shall be construed simply and according to its fair meaning, and shall not be construed for or against any party as a result of the source of draftsmanship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date herein above first written.

ACCEPTED AND AGREED TO:

CITY OF LOCKHART	**TEXAS MONTHLY LLC**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name: _____
Title:_____	Title:_____
Date:_____	Date: _____

TexasMonthly Lockhart TEXAS

EXHIBIT A - Sponsorship

PRINT

HIGH IMPACT PRINT CAMPAIGN

Share your message in the pages of *Texas Monthly* alongside content which naturally aligns with your brand.

Texas Monthly recommends the following issues:

- **November:** Food //Winter Travel

Each Issue Includes:

1. One (1) full page, four color brand ad
2. Bonus paragraph in Travel planner
3. Listing on the in-book reader reply card
4. All leads generated from the reader reply card sent to the advertiser
5. Mark Your Calendar event listing on TexasMonthly.com
6. Creative provided by City of Lockhart

INVESTMENT: $8,700 NET PER FULL PAGE FLIGHT DATES: TBD - IMPRESSIONS: 2.668 MM PER ISSUE

TexasMonthly Lockhart TEXAS

DIGITAL

VISUAL STORYTELLING

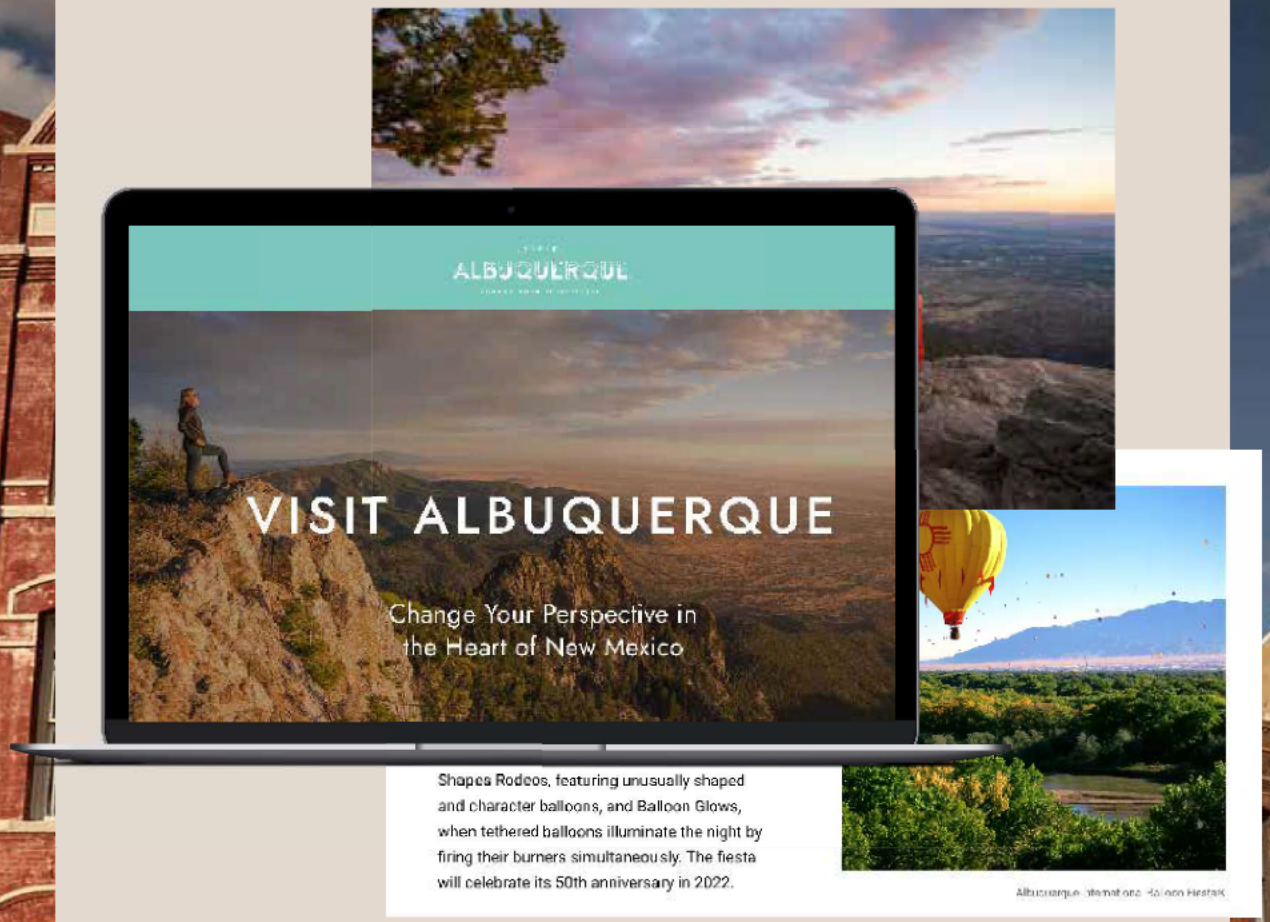
This visual and turnkey unit is the perfect way for Lockhart to engage with travelers across the state in a high-impact and interactive way. Utilizing photography, videos, infographics, illustrations, social feeds and more, this delivery invites *Texas Monthly* readers to understand both the place and feeling that come with visiting The Little City with the Big Heart.

With direction from Lockhart, this program is built by *TM Studio*, guaranteeing the closest alignment with *Texas Monthly's* voice possible. Creative materials provided by City of Lockhart to build to program.

Visual Storytelling Program Includes:

1. 100% SOV of one Interactive Visual Story- content (copy and assets) provided by Lockhart
2. Heavily promoted via: 150,000 Brand ROS, 300,000 Promotional Native Ads, one (1) Homepage Takeover, one (1) ROS Takeover, one (1) sponsored Instagram post, one (1) sponsored Facebook ad and two (2) Twitter posts

INVESTMENT: $20,000 NET
FLIGHT DATE: TBD - THREE MONTHS
METRIC: 1MM+ ESTIMATED IMPRESSIONS



Visit Albuquerque Live Example

EXHIBIT B - Downtown Lockhart Location

Road Closures

*Market Street
*Main Street
*Commerce Street

Closures Begin Thurs Nov 3

Closure Reopen Sun Nov 6

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discuss Ordinance 2022-17 approving Budget Amendment 66, to allocate funds for services provided by an Insurance Services Office (ISO) consultant to assist the City of Lockhart in preventing a retrogression from a Public Protection Classification (PPC) 3/3X to a PPC 4/4X resulting from a ISO survey conducted on December 8, 2021.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION:

ISO collects information on a community's public fire protection and analyses the data using their Fire Suppression Rating Schedule (FSRS). ISO then assigns a Public Protection Classification (PPC) from 1 to 10, with 1 being the best class available. Insurance companies then use the PPC rating to help establish appropriate premiums for residential and commercial properties.

The fire protection systems which are evaluated include 911 Communications (9%), Fire Department (47%), Water Supply (38%), Community Risk Reduction (6%), and the Texas Exception.

The potential rise in the cost of property insurance if the city regressed from an ISO PPC of 3/3X to a PPC of 4/4X is 9% for commercial properties and 3% for residential properties.

Mike Pietsch, P.E. Consulting Services, Inc. was retained on March 10, 2022 and has developed a two-phase plan to stop the ISO
retrogression;
Phase I – Develop an ISO grading point total which should have resulted from the recent ISO survey, and develop a plan and report based on this grading point total in order to eliminate the regression. Cost $16,000. Phase I is complete.

Phase II – Assist the City of Lockhart with a ISO re-survey to eliminate the regression. Cost is $6,500. Phase II will be completed after all components of the improvement plan have been implemented.

The City of Lockhart has submitted their improvement plan to the ISO regression specialist in New Jersey and the improvement plan has been approved. Once all components of the improvement plan have been completed, the ISO consultant will assist the city in presenting the information to ISO to stop the regression.

The City of Lockhart will remain a PPC 3/3X until the entire improvement plan process is complete. Once the improvements have been accepted by ISO, a new PPC 3/3X letter will be issued by the State Fire Marshal. Typically, a city will be evaluated by ISO between 5 and 10 years from the last survey.

PROJECT SCHEDULE (if applicable): The goal is to complete all portions of the ISO improvement plan by Fall 2022.

AMOUNT & SOURCE OF FUNDING:
Funds Required: $22,500
Account Number: 100-5318-280-00
Funds Available: 0
Account Name: Professional Services - ISO

FISCAL NOTE (if applicable): Budget amendment 66 will increase the Fire Department's budget by $22,500 to cover costs associated with this agenda item.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approving budget amendment 66 for the FY 21-22 Fire Department budget to allocate funds for the ISO consultant to eliminate the City of Lockhart's ISO regression from a PPC 3/3X to a PPC 4/4X.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2022-17, Budget amendment 66, Lockhart - ISO Improvement Program Request 3-11-22, Lockhart Regression Improvement Plan 4-13-22, Lockhart Report ISO Consultant Final Report 4-15-22, Lockhart - Mike Pietsch Signed Contract 3-11-22, ISO Consultant Invoice 4-7-22

ORDINANCE 2022-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2022 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; RE-APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN BUDGET AMENDMENT NO. 66; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Lockhart, Texas has submitted to the Mayor and City Council a proposed amendment to the budget of the expenditures/expenses of conducting affairs of said city and providing a complete financial plan for Fiscal Year 2022; and

WHEREAS, the City Manager has requested a budget amendment to the General Fund;

WHEREAS, the City Manager has requested a budget amendment to the Fire Department; and

WHEREAS, the Mayor and Council concur with the recommendation for the City Manager and staff that the budget amendment be processed to reflect the proper expense accounts within the General Fund and the Fire Department, and

NOW, THEREFORE, be it ordained by the City Council for the City of Lockhart, Texas:

That Ordinance 2022-17 is hereby adopted amending the General Fund Budget for Fiscal Year 2021-2022 as the same are contained in Budget Amendments 66, which are attached hereto and incorporated herein for all purposes.

This Ordinance shall be and remain in full force and effect from and after its final passage and publication in accordance with existing statutory requirements.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 3rd DAY OF MAY, 2022.

CITY OF LOCKHART

_____
Lew White, Mayor

Attest:

_____
Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Monte Akers, City Attorney

CITY OF LOCKHART
BUDGET AMENDMENT FORM
Amendment No. 66

EXPENSES	ACCOUNT NO.	Adopted Budget	Current Amendment	Total Budget after Current Amendment
ISO Consulting Services	100-5318-280-00	$0.00	$22,500.00	-$22,500.00
				0.00
			$22,500.00	-$22,500.00

REVENUES	ACCOUNT NO.		AMOUNT	
				$0.00
			-	$0.00
				$0.00

REASON FOR AMENDMENT
Due to regression in ISO ratings associated in the Fire Department, a consulting agency was hired to help the Fire department stop regression and resubmit improvement plan.

REQUESTED BY: 4/27/22
DATE

APPROVED BY:
DATE

POSTED
FINANCE DATE

CITY OF
Lockhart
TEXAS

(512) 398-3461 • FAX (512) 398-5103
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

March 11, 2022

Public Protection Department
Insurance Services Office, Inc.
1000 Bishops Gate BLVD., Suite 300
Mt. Laurel, NJ 08054-5404

Via Email at DBroyles@iso.com *and U.S. Mail*

RE: Lockhart, Caldwell County, Texas

Dear Public Protection Department / Mr. Dale Broyles:

The City of Lockhart has received the retrogression letter dated March 3, 2022 resulting from a Public Protection Classification (PPC) survey in Lockhart on December 8th, 2021. The analysis of the structural fire suppression delivery system provided in Lockhart resulted in a regression from a PPC: 03/3X to a PPC: 04/4X.

The City of Lockhart has reviewed the Public Protection Classification (PPC) survey dated March 3, 2022 and is requesting to develop an improvement program to stop the regression. Our goal is to have the improvement program outlined for the Public Protection Department by June 1, 2022.

Sincerely,

Steven Lewis
City Manager
City of Lockhart, Texas

Cc: Randy Jenkins, Fire Chief

CITY OF
Lockhart
TEXAS

(512) 398-3461 • FAX (512) 398-5103
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

April 13, 2022

Public Protection Department
Insurance Services Office, Inc.
1000 Bishops Gate BLVD., Suite 300
Mt. Laurel, NJ 08054-5404

Via Email at DBroyles@iso.com and U.S. Mail

RE: Lockhart, Caldwell County, Texas

Dear Mr. Broyles:

The City of Lockhart has developed the following improvement plan to eliminate the regression of the City of Lockhart from a Public Protection Classification (PPC) of 3/3X to a 4/4X resulting from the PPC survey in Lockhart on December 8th, 2021. The improvement plan includes;

1. Utilize the Buda Fire Departments Training Field – **add 3.92 points** if all suppression members of the Lockhart Fire Department receive 16 of the 18 hours required. At present the City of Lockhart has provided the funding to schedule this training. As of the date of this letter, suppression members of the Lockhart Fire Department have received 8 of the 16 scheduled hours at the Buda Fire Department Training Facility (this facility should be in ISO's file according to Chief Huckaby). ISO surveyed the City of Buda and ESD #8 served by the Buda Fire Department in 2018.

2. Develop a "Memorandum of Understanding" with a neighboring fire department for use of their reserve ladder truck – **add 0.70 points**. Both Travis County ESD #11 and the City of San Marcos have a reserve ladder truck. I am in the process of developing this agreement.

3. Present a correct Communications Pre-Survey Packet – **add 1.35 points**. The Emergency Communications Division inaccurately reported several items which reduced the total earned credits. I will be submitting the original packet, a corrected packet, and the documentation that demonstrates the corrections made to the packet.

4. Present documentation the fire hydrants are inspected, pressure tested, and flow tested as required by ISO– **add 1.10 points**. These will be submitted in your packet.

5. Update the edition of the International Fire Code (IFC) to the 2018 edition – **add 0.56 points**. I will submit a copy of the ordinance when the adoption process is complete.

Please call or email me directly if you require any further information or need clarification on any of the above. The City Manager has placed me in charge of managing the regression process.

Sincerely,

W.R. Jenkins; Fire Chief
rjenkins@lockhart-tx.org 512-376-1885 (cell)

Cc: Steve Lewis; City Manager

Assisting Communities

Mike Pietsch, P.E.
Consulting Services, Inc.
3101 S. Country Club Rd.
Garland, TX 75043-1311
972-271-3292 Phone

A Report From

MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.

To

THE CITY OF LOCKHART

Sustaining
The City of Lockhart's
ISO Public Protection Classification
(Updated FSRS)

April 15, 2022

Submitted by:

W. Michael Pietsch, P.E.
Civil Engineer

Mike Pietsch, P.E. Consulting Services, Inc.
3101 S. Country Club Rd.
Lockhart, TX 75043-1311
Phone: 972-271-3292 Fax: 972-840-6665
E-Mail: michaelpietsch@tx.rr.com

A Report From

MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.

To

CITY OF LOCKHART

Sustaining
The City of Lockhart's
ISO Public Protection Classification
Areas Afforded Fire Hydrant Protection
(Updated FSRS)

What is Insurance Services Office, Inc. (ISO)?

To help establish appropriate fire insurance premiums for residential and commercial properties, insurance companies need reliable, up-to-date information about a municipality's fire protection services. Insurance Services Office, Inc. (ISO) is the principal (and most precise) provider of this information through the Public Protection Classification (PPC) program.

What is the Public Protection Classification (PPC) Program?

ISO collects information on a community's public fire protection and analyzes the data using their Fire Suppression Rating Schedule (FSRS). ISO then assigns a Public Protection Classification from 1 to 10. Class 1 represents the best public protection while Class 10 indicates less than the minimum recognized protection.

By classifying a community's ability to extinguish or control a structural fire, ISO assists communities in evaluating their public fire protection infrastructure. The program provides an objective, countrywide standard that assists communities in planning and budgeting for facilities, equipment, and training. By securing lower fire insurance premiums for communities with better public protection, the PPC program provides incentives and rewards for communities that choose to improve their firefighting services.

ISO has extensive information on more than 68,000 fire-response jurisdictions.

Explanation of the Updated FSRS

ISO evaluates municipal fire protection efforts in communities throughout the United States by applying the Fire Suppression Rating Schedule (FSRS). The Updated FSRS evaluates key elements of a community's fire defense infrastructure, which include:

Fire Service Communications – Approximately 9% of the grading point total is based on the ability of the Fire Service Communications Center serving the community. 911 telephone systems, adequacy of telephone lines, operator supervision and staffing, along with dispatch hardware and software systems are the major items considered in the Updated FSRS.

Fire Department – 47% of the grading point total is based on the infrastructure of the fire department. The Updated FSRS considers adequacy of staffing levels for existing apparatus, adequacy of equipment on the apparatus, evaluation of training, existence of automatic aid, geographic distribution of fire companies, operational considerations, and NIMS compliance for company officers.

Water Supply - 38% of the grading point total is based on the community's water supply, distribution system, and proximity of fire hydrants to existing structures. The majority of the credit within this item is an evaluation of the amount of water available throughout the community, in volume and pressure, compared to the fire demand. A major change in this section based on the Updated FSRS is the fact that flow tests are required throughout the distribution system annually (around 5 tests per year for a city the size of Lockhart).

Community Risk Reduction (Fire Safety Control) – 6% of the grading point total is based on the efforts of the Fire Marshal's Office serving the community; in conjunction with the adopted fire code. Fire prevention code enforcement, fire investigations, and public fire safety education are the 3 components evaluated within this section of the grading point total which develops the ISO PPC.

Texas Exception to the FSRS: Unique to the State of Texas is a document titled the Texas Exception (formally referred to as the CTT section of the Texas Addendum). This document assigns credit to communities that allowed a certain percentage of their firefighters (paid or volunteer) to attend Fireman's Training School (specific to the weeklong spring or summer school at Texas A&M University).

In addition communities with a certain percentage of their in-service engine companies equipped with compressed air foam can receive an additional 1.00 point assigned to the grading point total which develops the ISO rating.

Mathematically, this section could add an additional 5.56 points to a grading point total which develops the ISO rating. Normally 4 to 5 additional grading points are achieved via the Texas Exception for communities with volunteer or combination fire departments. A career fire department normally achieves between 1 and 2 additional points assigned to their grading point total as a result of the Texas Exception.

Overview of the Updated FSRS

The current FSRS (adopted in Texas on March 1, 2015) has been revised to: Update existing provisions from the current 2003 edition of the FSRS, change the weighing of the specific items within the current FSRS, and add new sections that recognize the community's efforts to reduce fire losses through Fire Prevention, Fire Investigations, and Public Fire Safety Education. Specific to the State of Texas this credit, along with significant additional credits for firefighter training and compressed air foam, has always existed within the ISO rate making process.

The updated Rating document will slightly reduce the available credit to the community's grading point total which develops the ISO rating for most communities in the State of Texas. However, for communities with a career fire department and a progressive Fire Marshal's Office, such as the City of Lockhart, the recently updated ISO Rating document should be point neutral.

The 3 core categories in the Updated FSRS and the total credit points assigned to each of the 3 major categories remain unchanged. However, within these 3 categories the contents of the individual items comprising each category (Fire Service Communications, Fire Department, and Water Supply) have had their weighting adjusted.

For communities outside the State of Texas a new category, which has always existed in Texas, has been added to provide up to 5.50 additional points (in Texas 11.06 additional grading points have always been available through the "Texas Addendum" – sometimes referred to as the "Texas Exception").

Due to the vigilance of the Texas State Fire Marshal's Office and the ISO Committee of the Texas Fire Chiefs Association during negotiations with ISO since January of 2009 the new "Community Risk Reduction" section of the "Updated FSRS" in conjunction with the Texas Exception to the FSRS still has 11.06 additional grading points available to the communities in Texas. The other 49 States only have 5.50 additional points available. There is no counterpart to the "Texas Exception" nationwide.

The Effect of PPC Code on Fire Insurance Premiums

All insurance companies (whether they admit or not) utilize ISO's PPC classes in establishing premiums for both commercial and residential property policies in the State of Texas. Here's how it works:

A community's investment in their fire defense infrastructure is a proven and reliable predictor of future fire losses. Statistical data on insurance losses demonstrates the relationship between a community's ability to mitigate fire loss, as measured by the ISO PPC program, and reduced property destruction due to fire. Therefore insurance companies use the ISO PPC program to assist in establishing annual premiums for both commercial and residential properties. In general, assuming all endorsements and perils remain constant, the price for insurance in a community with a lower (better) ISO PPC is less than in a community with higher (worse) ISO PPC.

Insurers determine insurance premiums for commercial properties after analyzing size, construction type, occupancy, protection (such as fire extinguishers and automatic sprinklers), and exposure to adjacent structures. For individual properties, either class rating or specific rating applies. In class rating, the insurer develops rates for similar types – or classes – of buildings, such as small churches, schools, or motels.

Specific rating includes an on-site survey and analysis of conditions at the particular property to determine the premium rate. Insurers use specific rating for buildings protected by automatic sprinklers, buildings with specific hazards or processes, or other properties that do not meet the criteria for class rating.

Both class rating and specific rating consider the Public Protection Classification at the property. Insurers develop their rating systems in order that the lower (better) the PPC at a given commercial property, the lower the insurance rate. In addition a lower (better) PPC has been shown to be an excellent economic development tool along with positively affecting a community's bond rating.

ISO's Methodology

A community may request an ISO survey anytime they wish. At that time an ISO Field Representative will be assigned the survey. He will contact the community and set a time convenient to both the community and ISO. He will analyze the community's fire defenses as outlined under the "Explanation of the FSRS".

An extensive amount of support data will be required to verify answers to specific questions that are utilized to analyze the 3 major items that comprise a community's grading point total. When all questions are answered and the support data is properly formatted the ISO Field Representative will return to his office and complete the grading point total which develops the ISO rating (PPC). When the rating is complete he submits it for review. After the review is complete the grading point total and the corresponding rating is then submitted to the community for their review. If the community feels all grading items were analyzed fairly the updated rating is sent to the State Fire Marshal's Office for their approval.

Once the State Fire Marshal's Office approves the rating the community is notified via a letter to the City Manager or Mayor of the community's new rating. This entire process normally takes between 3 and 9 months depending on the level of review at ISO's Home Office in New Jersey.

Explanation of the City of Lockhart's Study

This report will analyze the ISO PPC (Public Protection Classification) based on the requirements of the updated ISO rating document with the fire defense infrastructure, as existed on April 7, 2022, for the City of Lockhart and then develop a grading scenario that should eliminate the recent attempt by ISO to regress the City of Lockhart's ISO rating from a 3 to a 4.

Based on the grading scenario developed by this report a list of suggested improvements will be presented which, if implemented, will assist in improving the grading point total which established the regressed ISO rating of 4 to a 3 for all areas within the city limits of the City of Lockhart afforded fire hydrant protection.

Please note that throughout this report the words ISO rating, ISO classification, ISO PPC, PPC, subzone (used only by State Farm; State Farm pays by far the largest annual assessment to ISO of any insurance company in America and uses all of ISO's product lines – regardless of what you may hear from other sources – especially State Farm Agents), insurance number, and class are synonymous. I use these different references to the ISO rating throughout my reports so everyone reading the report will understand that the ISO PPC is referred to in many ways.

The updated ISO rating document will require that the Lockhart Fire Department maintain the ISO equivalent of 3 engine companies and 1 ladder truck company in-service deployed from 3 fire stations. Throughout this report the word "company" implies both the apparatus and the required staffing for the apparatus. 1 engine and 1 ladder truck are required in reserve; yes, even though a ladder truck is not in-service.

At the conclusion of the recent ISO survey the Lockhart Fire Department was credited with the ISO equivalent of 3 engine companies and 0.10 of a ladder truck company in-service available to respond to all first alarm structure fires deployed from the 2 existing fire stations. A reserve engine is available; but was not credited by ISO (this was obviously an oversight by ISO). A reserve ladder truck is not provided; yes, a reserve ladder truck is required even though an actual ladder truck is not in-service. With this existing fire defense infrastructure an insurance number of 3 should be achieved and sustained until the next survey by ISO by implementing the suggestions within this report. This report only addresses solving the regression, i.e. sustaining the subzone rating of 3.

Water supply must provide at least 3500-gpm for 3-hours while delivering a maximum daily consumption rate which has occurred during the last 3-years. Throughout the community the distribution system capacity and fire hydrant placement must meet the needed fire flow demand as determined by the ISO

rating document. In addition flow tests must be performed annually throughout the distribution system. This is not every hydrant flow tested annually; but a random sample (around 5 flow tests per year for a city the size of Lockhart).

The communications center serving the City of Lockhart will be analyzed based on NFPA 1221; as interpreted by ISO.

The Office of the Fire Marshal (titled “Fire Safety Control” in this report) will be reviewed based on the updated ISO rating document within the category of “Community Risk Reduction”.

Within this document is a list of suggested improvements which, if implemented, will improve the grading point total which established the regressed ISO Public Protection Classification of 4 to the level an insurance number of 3 should be sustained in the City of Lockhart based on the “Updated FSRS”.

Executive Summary

Based on information obtained during my recent survey the Lockhart Fire Department will be required, by the updated ISO rating document (adopted by the Texas Department of Insurance in March of 2015), to maintain 3 fire stations in-service strategically deploying the ISO equivalent of 3 engine companies and 1 ladder truck company. 1 reserve engine and 1 reserve ladder truck are required in addition to the in-service fleet. This level of fire department infrastructure is to be near perfect within the standards of the updated ISO rating document; which is not the immediate goal of the City of Lockhart. Sustaining the current ISO class of 3 is the mission of this report.

At present the Lockhart Fire Department has the ISO equivalent of 2 engine companies and 0.10 of a ladder truck company in-service available to respond to first alarm structure fires deployed from the 2 existing fire stations. A reserve engine is provided; but a reserve ladder truck is not currently available. With the current level of fire department infrastructure an ISO rating of 3 should be sustained based on implementing the suggestions within this report which do not require significant capital expenditures.

Areas of significant deficiency within the *Fire Department* section, based on the updated ISO rating document, include the following: 1) ISO did not credit training field activity; this must be corrected, 2) a reserve ladder truck is not provided. This can be solved via a “Memorandum of Understanding” with a neighboring fire department, 3) Staffing levels for the existing apparatus is presently extremely deficient; based on ISO’s staffing level requirement, 4) 1 additional fire station deploying an engine company (apparatus and 4 firefighters), is required; but not provided, 4) A ladder truck company (apparatus and staffing) is required but not provided, and 5) All commercial buildings within the city limits of the City of Lockhart are not preplanned with the preplans updated on an annual frequency.

Numbers “1” and “2” in the above paragraph must be solved to eliminate the regression.

The *Water Supply* section demonstrates near total compliance with the updated ISO rating document. Distribution system capacities and fire hydrant placement, for fire protection, is sufficient within the majority of the City of Lockhart based on the fire demand. Fire hydrant inspection frequency meets ISO’s requirements based on the updated ISO rating document. Flow tests performed by the Office of the Fire Marshal serving the City of Lockhart as well as those performed by other agencies serving the City of Lockhart parlayed with the ability to utilize a hydraulic water model, if necessary, will meet the intent of the updated ISO rating document. However, partial credit was denied in both hydrant inspections and flow testing. Based on the record base demonstrated to me denying this credit is not justified.

Fire Service Communications demonstrates several significant deficiencies do exist based on the forms completed by the City of Lockhart and presented to the ISO Field Representative. After reviewing the support documentation provided to me by Captain Jesse Bell and Ms. Jennifer Johnson all available credits within the Fire Service Communications section are currently justified. A corrected packet of information will be provided Mr. Dale Broyles (ISO Regression Specialist).

Community Risk Reduction (Fire Safety Control – Fire Marshal inspections, investigations, and public fire safety education) demonstrates 2 very significant deficiencies within the requirements of the updated ISO rating document. The Office of the Fire Marshal is required to have a full-time Fire Marshal and the present edition of the International Fire Code should be adopted to the 2021 edition.

Recently the City of Lockhart went through the ISO process without my assistance. I assisted the City of Lockhart during the 2006/2007 ISO evaluation with Fire Chief Jerry Doyle. The fire defense infrastructure presented to the ISO Field Representative, parlayed with several oversights by the ISO Field Representative, resulted in a regression in the insurance number to an ISO class 4; from the PPC rating of 3.

If the ISO rating regressed from a 3 to a 4 the commercial property owners within 5 road-miles of a fire station and 1000 feet of a fire hydrant could possibly see their annual cost for insurance increased by ***9 percent*** (effect of regressing the PPC from a 3 to a 4) and the residential property owners within 5 road-miles of a fire station and 1000 feet of a fire hydrant would see their homeowners premium increased by a possible ***3 percent*** (effect of regressing the PPC from a 3 to a 4).

In addition to not increasing the cost of insurance within the City of Lockhart another very significant aspect of sustaining an ISO PPC 3 is that of an economic development tool. With the future commercial development coming, especially along Highway 130, maintaining an ISO rating of 3 is extremely critical to your community.

The future goal of the City of Lockhart should be to at least attain an ISO rating of 2; with a class 1 being the long term goal. It is doable for the City of Lockhart. I recently assisted the Cities of Hutto and Buda achieve this coveted economic development tool – an ISO rating of 1.

Since I retired from ISO and became a consultant in 2002 I have assisted 71 communities attain or sustain an ISO PPC 1. 69 in Texas and 2 in New Mexico. In the general vicinity of the City of Lockhart I have assisted the Cities of Buda, Hutto, and New Braunfels attain this coveted rating. Each of these communities

expended the necessary resources to attain and/or sustain this coveted insurance rating as an economic development tool.

Analysis of the Report

This report will demonstrate the grading point total which spawned the regression in classification, based on the updated ISO rating document, for the areas within the City of Lockhart afforded fire hydrant protection. Based on this grading point total a list of suggested improvements is offered within this report for your consideration which would allow the City of Lockhart to sustain the current subzone rating of 3.

The grading point total based on the existing fire defense infrastructure assigned by ISO, as of the date of the most recent ISO survey, is 66.30 (ISO PPC 4) using the updated ISO rating document. In order to virtually ensure that an ISO PPC 3 is attained when the corrected pre-survey packets and corresponding support documentation is presented to the ISO Regression Specialist the suggestions which follow should be implemented to the extent that the grading point total at least equals or exceeds 73.00.

The suggested improvements within this report relate only to a fire insurance classification for the City of Lockhart. They are not for property loss prevention or life safety purposes and no life safety or property loss prevention suggestions are made.

Fire Department

For a community to provide a reasonable level of protection under the analysis system used, a fire department should have suitably located apparatus of proper types. In general, the maximum response distances for the first due engine company should not exceed 1.5-miles and for the first due ladder/service truck company should not exceed 2.5-miles. Any area (regardless of the water supply available) outside 5-road miles of a fire station housing an engine company is considered not protected (ISO PPC 10).

Critical to the timely extinguishment or control of a fire is the need for sufficient firefighters arriving with the first responding apparatus. A comprehensive training program for these firefighters is essential for effective fire ground operations.

The Lockhart Fire Department is required by the updated ISO rating document, based on the existing fire defense infrastructure, to maintain the ISO equivalent of: 3 engine companies and 1 ladder truck company in-service deployed from 3 fire stations. In addition 1 engine and 1 ladder truck are required in reserve. This is to be near perfect within the standards of the updated ISO rating document.

At present Lockhart Fire Department deploys the ISO equivalent of 2 engine companies and 0.10 of a ladder truck company deployed from the exiting 2 fire stations. A reserve engine is provided (but was not credited by the ISO Field Representative). A reserve ladder truck is not available. With this level of fire department infrastructure an ISO rating of 3 should be sustained based on the implementation of the suggestions which follow.

The following improvement suggestions are offered for your consideration: They are based on attaining at least a grading point total of 73.00.

1. Utilize a fully ISO compliant training facility which should consist of a 3-story (minimum height; most are 4-story or greater) drill tower, a fire resistive or non-combustible fire or smoke building, and a flammable liquids pit (substituting classroom training along with videos is acceptable when the EPA does not allow the burning of flammable liquids). This facility must be on at least a 2-acre site. The updated ISO rating document does **not** give credit for training field evolutions which are not conducted at a fully creditable training facility. The previous 2003 ISO rating schedule did give training field credit for off-site drills. It is critical for all communities rated under the updated ISO rating document to have a training field available.

   For full credit under this item, based on the updated ISO rating document, each suppression member of the Lockhart Fire Department should attend at least 18-hours of training at a creditable training facility on an annual

basis. Records must be maintained documenting the drills, or credit will be denied, for a contiguous 12-month period.

At present training field evolutions have not been performed during the last 3 years.

If 18-hours per year of training field evolutions were performed for all suppression members of the Lockhart Fire Department **4.41 points** would be added to the grading point total which establishes the insurance classification. Records must be maintained to receive full credit under this item.

This item may be prorated. If for example: 16-hours of training at a creditable facility could occur during the next few months and the records submitted to the ISO Regression Specialist **3.92 points** would be added to the grading point total which establishes the subzone rating.

2. The updated ISO rating document requires the Lockhart Fire Department maintain an engine in reserve; which is available. The reserve engine was overlooked by the ISO Field Representative assigned the City of Lockhart and did not receive the justifiable credit associated with the reserve engine. Chief Jenkins has developed the required information for the Regression Specialist and it is in the packet which will be forwarded to ISO. This will **add 0.70 points** to the grading point total which establishes the ISO class.

3. The updated ISO rating document requires the Lockhart Fire Department maintain a ladder truck in reserve; yes even though an in-service ladder truck is not provided. However, this report will **not** suggest providing a reserve ladder truck due to the fact that a recent technical decision has been adopted by ISO that allows communities to share reserve apparatus. ISO did not place a distance restriction on this sharing arrangement. If a fire department with a **reserve** ladder truck would enter into a sharing agreement with the Lockhart Fire Department; whereas the Lockhart Fire Department could utilize their reserve ladder truck if needed, full credit would be granted by ISO. If this sharing arrangement was available for ISO, and fully documented, **0.70 grading points,** which develops the ISO PPC for the City of Lockhart, would be gained.

Receiving and Handling Alarms of Fire

In order to assure a timely response to fire emergencies a communications center must have adequate telephone facilities (emergency and business circuits) for the public to report emergencies, sufficient operators on duty, and the facilities to dispatch fire department companies without interruption.

Due to the vigilance of the Communications Center serving the City of Lockhart remaining current with the changing standards within NFPA 1221, and the updated ISO rating document, the communications section of the grading point total which establishes the subzone rating should have been void of deficiencies. However the forms submitted to ISO were incorrect and demonstrated 2 significant deficiencies under the requirements of the updated ISO rating document. Monitoring for Integrity was shown as not provided for the primary fire department dispatch circuit and emergency protocols were displayed as non-existent.

The following suggestions are offered for your consideration:

1. Monitoring for integrity requires a visual and audible alert be activated if a principal component of the dispatch circuit is rendered inoperable. To receive credit under the updated ISO rating document the following must be satisfied: Please note that any requirement followed by an N/C results in *no credit* for this monitoring even though all the other items are provided. The items without an N/C must be available for full credit. Pro-rated credit is available for the items without an N/C.

   A list of the principal components of the primary dispatch circuit that are monitored must be provided: **N/C**

   a. All portions of the circuit and all components must be identified for integrity status/failure condition. In addition all circuit components must be monitored for power supply and emergency power integrity/failure with both visual and audible trouble signals: **N/C**

   b. Power supply and emergency power integrity/failure condition must be monitored for the circuit and all components at all locations including remote radio transmitter/receiver antenna sites. **N/C**

   c. All portions of the circuit and all components must be identified for integrity status/fault condition and all circuit components must be monitored for power supply and emergency power integrity/failure with visual and audible trouble signals. **N/C**

d. Verification of visual signal activation with test circuit failure feature as specified in NFPA Standard 1221 must be provided.

e. Verification of audible signal activation with test circuit failure feature as specified in NFPA Standard 1221 must be provided. The audible trouble signal can be an intermittent or continuous tone or buzzer.

f. Verification of reactivation of audible trouble signal when an additional fault condition occurs while previous silenced fault condition remains active as specified in NFPA Standard 1221 must be provided.

g. Trouble signals routed to a dedicated display screen or panel not used for routine dispatching activities as specified in NFPA Standard 1221 must be provided.

h. Trouble signals must be displayed at a location where personnel are in constant attendance and are responsible to respond to a trouble signal as specified in NFPA Standard 1221. **N/C**

i. For radio circuits duplicate transmitters must be provided for the primary dispatch circuit as specified in NFPA Standard 1221. **N/C**

Correcting the Communications Pre-Survey Packet will add **0.90 points** to the grading point total which develops the insurance number.

2. ISO will require a description demonstrating how a citizen initiated request for aid (fire department; not police) is received and dispatched. This has been provided to me and will be included in the information packet which will eliminate the regression. This was overlooked by the ISO Field Representative assigned the City of Lockhart; but will be required by the Regression Specialist assigned the City of Lockhart. Captain Bell and Ms. Johnson have provided me the necessary information

3. The Communications Pre-Survey Packet submitted by the city to ISO exhibited no emergency protocols exist; which do exist in an excellent format. These have been provided to me and will be included in the information packet which will eliminate the regression. Providing this documentation will add **0.45 points** to the grading point total which establishes the ISO classification.

Water Supply

For a water supply works to be considered adequate under the analysis system used, it should be able to deliver the basic fire flow (3500-gpm) for a 3-hour period and during that period provide consumption demands at the maximum daily rate.

The arterial mains and secondary feeder mains should be of sufficient capacity to deliver the needed fire flows throughout the community. The arterial mains should extend to all areas of the community; they should be looped for mutual support and spaced at approximately 3000-foot intervals or less. The minimum size distribution main should be 6-inches (8-inches is preferred) in diameter and this size used only in widely spaced residential areas when the gridiron is such that there is not over 600-feet between connections to other mains. A 6-inch dead-end main is not considered satisfactory for supplying fire hydrants. A minimum size of 8-inch pipe (10-inch is preferred) should be used in commercial and high-density residential areas and this size pipe should be limited to areas with an excellent gridiron. This will help insure meeting the corresponding fire demand throughout the community.

Before the water supply available can be fully utilized by the fire department, there must be sufficient fire hydrants in the vicinity of the subject buildings. The number of hydrants required varies with the fire flow demand but when the spacing is not over 300-feet in commercial, industrial, and institutional areas and not over 600-feet in one and two family dwelling areas, sufficient hydrants normally will be available. Hydrants should conform to the American Water Works Association Standards. The connection from the distribution main to the hydrant should be not less than 6-inches in diameter. Hydrants attached to water mains less than 4-inches in diameter are not credited within ISO's rating document. All hydrants should be inspected annually with a pressure test (a pressure test is **not** a flow test); complete records should be kept of all inspections.

A flow testing program should part of the distribution system maintenance. ISO will require approximately 5 fire hydrant flow tests (minimum of 2 fire hydrants utilized) per year be performed. The test results should be maintained on file and documented with the date performed. ISO may want to view records going back 5 years that demonstrate that all parts of the distribution system (each service level or pressure plane) were tested once during the 5-year period.

At present the Water Supply section of the ISO rate making process scored 35.15 out of a perfect 40. This is in the 88-percentile; ISO PPC 2.

The following suggestions are offered for your consideration:

1. Arterial looping, distribution system gridirons, and hydrant distribution graded in the ISO PPC 1 percentile. Improving this section of the ISO rate making process is extremely expensive.

2. Each fire hydrant should be inspected annually with proper records maintained throughout the city limits of the City of Lockhart. At present this suggested level of inspection is met; but full credit was not granted by ISO. If the fire hydrant inspection frequency was documented to the extent required by ISO **0.46** grading points which develops the ISO rating would be gained. I have the required documentation which should be sufficient to gain this credit.

3. A random sample of flow tests throughout the distribution system should be performed annually (around 5 per year) with the results recorded and the date performed documented or the distribution system should be analyzed via a hydraulic water model. At present this level of testing is performed by the Fire Department and Marshal's Office serving the City of Lockhart; but was not fully credited by the ISO Field Representative assigned the City of Lockhart (a very common mistake among all of ISO Field Representatives; except the most well trained). I have the required documentation which should be sufficient to gain this credit. **0.64 points** should be gained with the documentation provided me by the Lockhart Fire Department.

COMMUNITY RISK REDUCTION (CRR)
Fire Safety Control

The consistent, systematic application of fire safety control regulations combined with a good public education program in fire prevention can be an important factor in reducing the overall incidence of fire and the consequent fire losses. Successful execution of such programs necessitates that a sufficient number of properly trained personnel be provided. A nationally recognized body of model fire prevention, building and safety codes represent the combined knowledge of many experts in this field and, when adopted with little or no modifications, afford a community the opportunity for reasonable control of hazardous materials and building construction.

At present the Fire Marshal's Office in conjunction with the Public Fire Safety Education Program demonstrates 2 significant deficiencies within the standards of the updated ISO rating document (scored 3.74 out of a possible 5.50).

The following suggestions are offered for your consideration:

1. Appoint a full-time Fire Marshal certified in inspections and investigations (minimum of cause and origin) in order that all commercial buildings can be inspected on an annual basis. If a full-time Fire Marshal was appointed and his authority established by ordinance **1.20 points** would be added to the grading point total which establishes the PPC.

2. Adopt by ordinance the most recent edition of the International Fire Code and enforce the adopted code throughout the city limits of the City of Lockhart. Updating the presently adopted edition of the International Fire Code from the 2015 edition to the 2018 or preferably 2021 edition, will **add 0.56** to the grading point total which establishes the insurance number.

Texas Exception

The "Texas Exception" is a document developed and interpreted by the Texas State Fire Marshal. This is not an ISO document regardless of any copyright you may see. In essence this is a separate rating document with additional credits available to the ISO grading point total which develops the ISO rating for all communities in Texas.

This document assigns additional credits for communities that wish to utilize compressed air foam (CAFS) and/or have on-duty or volunteer firefighters attend the spring or summer weeklong fire school at Texas A&M University.

The ISO Field Representative assigned the City of Lockhart granted **1.00 additional point** to the grading point total which establishes the subzone rating by crediting 1 in-service engine with a compressed air foam unit.

The Texas Exception requires a compressed air foam unit for at least 1 of every 3 existing in-service engines. However, in some situations only 1 in every 5 existing in-service engines is required to be compressed air equipped. This credit is available within the body of The Texas Exception (a separate rating document); *not* ISO's Fire Suppression Rating Schedule regardless of any copyright you might see. To receive the "1 for 5 credit" requires the oversight arm of the Texas State Fire Marshal's Office.

The training item of the ISO rating document (item 581) received additional credits allotted to the grading point total which develops the subzone rating via the Texas Exception due to the suppression members serving the Lockhart Fire Department being allowed to attend the annual weeklong Fireman's Training School at Texas A&M University (Spring or Summer session) as a student or instructor (Fire Suppression or Fire Marshal's section). Attendance at Fireman's Training School is a very important tool in improving the ISO rating for all communities. Each suppression member serving the Lockhart Fire Department attending the spring or summer session of Fireman's Training School as a student or instructor will add approximately **0.11 points** to the grading point total which develops the ISO class. This credit is available within the body of The Texas Exception (a separate rating document); *not* ISO's Fire Suppression Rating Schedule regardless of any copyright you might see.

The Texas Exception is overseen by the Texas State Fire Marshal's Office and all credits are assigned or disallowed by their office; not ISO.

Summary of Suggested Improvements

When the suggested improvements presented within this report are in-service to the extent the grading point total which establishes the ISO rating equals or exceeds 73.00 the information to eliminate the regression will be forward to Mr. Broyles with ISO.

Viewing the grading point summary at the end of this report please note that the Emergency Communications Center and Water Supply (when the corrected forms and support documentation is forward to ISO) will score in the ISO PPC 1 percentile. The only sections (basically the same section) of the ISO rate making process which will then demonstrate any significant deficiencies is within the Fire Department and Fire Marshal's sections.

Within the Fire Department section the key future improvements are:

1. Providing a dedicated ladder truck company (apparatus and 4 firefighters).

2. Providing additional staffing for the in-service apparatus.

3. Appoint a full-time Fire Marshal certified in inspections and investigations (all ISO requires is cause and origin).

4. 4) Providing a third fire station in the southern section of the City of Lockhart.

Plan of Action

1. Submit the plan to eliminate the ISO regression from a PPC 3 to a PPC 4 by June 1, 2022. At present the "Action Plan" has been submitted and accepted by the ISO Regression Specialist (Mr. Dale Broyles).

2. Submit a corrected copy of ISO's pre-survey packets and all support documentation to Mr. Dale Broyles (Regression Specialist) with ISO as soon as Chief Jenkins can schedule and document at least 16-hours of training field evolutions at the City of Buda Training Facility for each suppression member of the Lockhart Fire Department and develop a "Memorandum of Understanding" for the use of a neighboring fire department's **reserve** ladder truck.

3. The following suggestions should eliminate the regression:

    a. Utilize the Buda Fire Departments Training Field – add 3.92 points if all suppression members of the Lockhart Fire Department receive 16 of the 18-hours required.

    b. Provide documentation of the reserve engine presently available to the Lockhart Fire Department – add 0.70 points. This is in my possession and will be forwarded to Mr. Broyles.

    c. Develop a "Memorandum of Understanding" with a neighboring fire department for use of their reserve ladder truck – add 0.70 points.

    d. Present a correct Communications Pre-Survey Packet – add 1.35 points. I am in the process of correcting this document. I have everything required to support all changes in the Communications Section.

    e. Present documentation that the fire hydrants are inspected, pressure tested, and flow tested as required by the updated ISO rating document – add 1.10 points. This is in my possession and will be forwarded to Mr. Broyles.

    f. Update the edition of the International Fire Code to the 2021 edition – add 0.56 points.

    If suggestions "a" through "f" above were implemented 8.33 points would be added to the presently assigned ISO grading point total of 66.30. This would place the City of Lockhart well above 73.00 which virtually guarantees an ISO PPC of 3 will be sustained in the City of Lockhart. The

grading point total of 74.63 will "Set the Table" for achieving a subzone rating of 2 or 1 based on a future survey by ISO.

4. Await correspondence from Mr. Broyles which will eliminate the regression and re-establish an insurance classification of 3 for the City of Lockhart.

5. Attain an ISO rating of 2 or 1 based on a future ISO survey. With the implementation of all of the suggestions which follow an insurance number of 1 could possibly result from a future survey. By implementing just Suggestion "b" below may be sufficient to attain a subzone rating of 2.

    a. Provide additional staffing for the existing in-service apparatus.

    b. Provide the Lockhart Fire Department with a dedicated ladder truck company (apparatus and staffing).

    c. Erect a third fire station in the southern section of the City of Lockhart deploying an engine company (apparatus and staffing).

Conclusion

I would like to thank Fire Chief Randy Jenkins and his staff, Mr. Jesse Bell and Ms. Jennifer Johnson with Lockhart Emergency Communications, and Mr. Sean P. Kelly with the City of Lockhart Public Works Department for the excellent cooperation afforded me during my recent survey. Without their efforts prior to my survey and their continued support during and after my visit the timeliness and accuracy of this report would be seriously compromised.

It is very gratifying to work with a community where all city departments strive to support each other.

I appreciate the opportunity afforded me by the City of Lockhart and very much look forward to assisting the City of Lockhart in the future.

Sincerely,

W. Michael Pietsch, P.E.
Civil Engineer

WMP/spp

ISO Grading Summary

Classification 4 – 66.30

I. Receiving & Handling Fire Alarms: ***Total 7.81*, Maximum = 10**

a.	Item 414	-	3.00	**3**
b.	Item 422	-	3.16	**4**
c.	Item 432	-	1.65	**3**

II. Fire Department: ***Total 25.84*, Maximum = 50**

a.	Item 513	-	5.80	**6**
b.	Item 523	-	0.00	**0.50**
c.	Item 532	-	3.00	**3**
d.	Item 549	-	0.41	**4**
e.	Item 553	-	0.00	**0.50**
f.	Item 561	-	5.24	**10**
g.	Item 571	-	3.01	**15**
h.	Item 581	-	5.04 + 1.34 (CTT)	**9**
i.	Item 730	-	2.00	**2**

III. Water Supply: ***Total 35.15*, Maximum = 40**

a.	Item 616	-	27.35	**30**
b.	Item 621	-	3.00	**3**
c.	Item 631	-	4.80	**7**

IV. Divergence* -7.24

V. Community Risk Reduction: 3.74 ***Maximum = 5.50***

VI. Texas Exception: 1.00 ***Maximum = 1.00***

City of Lockhart's Total: 66.30 ***Maximum = 106.50***

CITY OF LOCKHART GRADING SUMMARY

Page 1

VII. ***Total:***		***Maximum Credit:***
Fire Alarm	7.81	10.00
Fire Department	25.84	50.00
Water Supply	35.15	40.00
Divergence*	-7.24	
Community Risk Reduction	3.74	5.50
CAFS	1.00	1.00
City of Lockhart's Total:	***66.30***	**106.50**

Class 4

Credit	***Relative Classification***
90.00 - 100.00	1
80.00 - 89.99	2
70.00 - 79.99	3
60.00 - 69.99	***4***
50.00 - 59.99	5
40.00 - 49.99	6
30.00 - 39.99	7
20.00 - 29.99	8
10.00 - 19.99	9
00.00 - 9.99	10

*Divergence is a reduction in credit to reflect a difference in the relative credits for Fire Department and Water Supply.

CITY OF LOCKHART GRADING SUMMARY

Page 2

Assisting Communities
With Their ISO Rating

Mike Pietsch, P.E. Consulting Services, Inc.
3101 S. Country Club Rd.
Garland, TX 75043-1311
972.271.3292 Phone
214.728.6507 Cell
972.840.6665 Fax
michaelpietsch@tx.rr.com

March 10, 2022

City of Lockhart
C/O Mr. Randy Jenkins
Fire Chief
Lockhart Fire Department
308 W. San Antonio Rd.
Lockhart, TX 78644-0239

Dear Chief Jenkins:

Attached is a **CONTRACT/AGREEMENT** for Mike Pietsch, P.E. Consulting Services, Inc. to perform their consulting services in conjunction with the City of Lockhart's ISO rating. The Scope of Services are described in ***Exhibit A: Cover Letter, Phase I - Develop a grading point total that should have resulted from the recent ISO survey and develop a report based on this grading point total in order to eliminate the regression - Cost $16,000, and Phase II – Assist the City of Lockhart with a re-survey to eliminate the regression – Cost $6,500.*** The total cost of all services provided under this Contract/Agreement will not exceed ***$22,500.00.*** ***Payment Agreement: The City of Lockhart agrees to pay Mike Pietsch, P.E. Consulting Services, Inc. upon the conclusion of each phase of the consulting project.***

Accepted: [signature] City Mgr 3-10-22
Signature of Authorized Representative — Title — Date
For the City of Lockhart

Steven Lewis
Printed Name

Accepted: Mike Pietsch President 3/11/2022
Signature of Authorized Representative — Title — Date
For
Mike Pietsch, P.E. Consulting Services, Inc.

Mike Pietsch
Printed Name

INVOICE

Date: 04/07/22
Invoice #: Lockhart - 4

Mike Pietsch, P.E. Consulting Services, Inc.
3101 S. Country Club Rd.
Garland, TX 75043-1311

972.271.3292 Phone
972.840.6665 Fax
Email: michaelpietsch@tx.rr.com

Bill To: City of Lockhart
C/O Mr. Randy Jenkins
Fire Chief
Lockhart Fire Department
308 W. San Antonio Rd.
Lockhart, TX 78644

Terms: Due on receipt of report:

Consulting Services provided for the City of Lockhart: ***Develop a Grading Summary and Corresponding List of Suggested Improvements via a Report to Eliminate the Recent ISO Regression*** in order to sustain the ISO rating for the City of Lockhart as per the contract dated 03/10/22.

PAYMENT AGREEMENT:

The City of Lockhart agrees to pay Mike Pietsch, P.E. Consulting Services, Inc. upon the completion of this phase of the consulting project.

Amount Due: $16,000.00

Please remit to above address:

Thank you for the opportunity to serve the City of Lockhart.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mike Pietsch, P.E. Consulting Services Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3101 S. Country Club Rd.

Requester's name and address (optional)

6 City, state, and ZIP code
Garland, TX 75043-1311

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
3 5 - 2 1 8 4 0 5 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Mike Pietsch Date ▶ 4/7/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

City of Lockhart, Texas

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COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discuss Ordinance 2022-16 granting a revocable license pursuant to Sections 10.10 and 10.11 of the Home Rule Charter of the City of Lockhart for the erection of a gate across North Pecos Street at 1631 North Pecos Street.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Monte Akers, Steven Lewis

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION:
The city was approached by the resident at 1631 N. Pecos asking to put back a gate and fence across the right-of-way in front of his house to prevent vehicles from using a private road in front of his home to Highway 183.

The following are a few issues to consider pertaining to the installation of the gate:

- A "No Outlet" sign is erected on Silent Valley Road on North Pecos Street.
- A "Dead End" sign is in front of the house at 1631 N. Pecos.
- The signs have not deterred vehicles from taking the road down to Highway 183.

The resident at 1631 North Pecos states that a fence and a gate had previously been erected on the property for 20 plus years and he wants to put it back.

As provided in the Charter, the authority to erect the gate is fully revocable by the City at any time and for any reason.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

City of Lockhart, Texas

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COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: Ordinance, Exhibit A to Ordinance re 1631 Pecos, Picture where gate will be installed

ORDINANCE NO. 2022-16

AN ORDINANCE OF THE CITY OF LOCKHART GRANTING A REVOCABLE LICENSE PURSUANT TO SECTIONS 10.10 AND 10.11 OF THE HOME RULE CHARTER OF THE CITY FOR THE ERECTION OF A GATE ACROSS N. PECOS STREET AT 1631 N. PECOS STREET; PROVIDING CLAUSES FOR REPEALER, SEVERABILITY, AND EFFECTIVE DATE

WHEREAS, the City of Lockhart is a home rule city and a political subdivision of the State of Texas; and

WHEREAS, Section 10.10 of the City's Home Rule Charter provides that the city council shall have the power by ordinance to grant to any owner of property abutting upon the streets or other property of the city, the use thereof or to go over or under the same in any manner which may be necessary or proper to the enjoyment of said abutting property by the owner; provided, however, that such use be not inconsistent with, and does not unreasonably impair the public use to which said street or other public property may be dedicated; and

WHEREAS, Section 10.11 of the City's Home Rule Charter provides that the city council shall have the power to grant minor or temporary privileges in the streets, public ways, and public places of the city by ordinance or resolution. Such permit shall be unconditionally revocable at the will of the city council and shall not be deemed to be a franchise as used in this charter; and

WHEREAS, the owner of property located at 1631 N. Pecos Street in the City has requested the right to erect a gate across N. Pecos Street in order to reduce traffic attempting to access Highway 183; and

WHEREAS, N. Pecos Street is a public street that dead ends at a private driveway, does not access Highway 183, and is not normally necessary for access by members of the public;

WHEREAS, the current owners of property on N. Pecos Street that may be affected by the erection of a gate at 1631 N. Pecos support or do not oppose the placement of the gate; and

WHEREAS, the city council finds that placement of the gate is not at this time, inconsistent with and does not unreasonably impair the public use to which said street is dedicated;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS that:

SECTION 1: The foregoing recitals are adopted and incorporated herein for all purposes.

SECTION 2: The owner of property located at 1631 N. Pecos Street, which property is depicted on the Exhibit "A" that is attached hereto and incorporated herein, is hereby granted a revocable license, or permit, to erect a gate across N. Pecos Street at that location. Such gate shall not be locked, and the portion of N. Pecos Street behind the gate shall continue to be accessible by the City or other governmental entity, emergency vehicles, delivery vehicles, franchisees, and members of the public who have a reasonable need for such access.

SECTION 3: The right granted herein to erect the aforesaid gate is a temporary privilege in the street that is unconditionally revocable at the will of the city council.

SECTION 4. In the event that the city council revokes the rights granted herein, the owner of the property at 1631 N. Pecos shall be responsible for removing the gate within ten (10) days of being notified of the city council's action of revocation. In the event that the gate is not removed within such time period, the city may remove the gate and may place a lien on the property at 1631 N. Pecos equal to the City's cost of such removal.

SECTION 5. It is the intention of the city council that the components of this Ordinance are severable, and if any provision is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any remaining components of this Ordinance.

SECTION 6. This ordinance shall become effective upon its passage by the city council.

PASSED AND ADOPTED on this the 3rd day of May, 2022.

CITY OF LOCKHART

_____
Lew White, Mayor

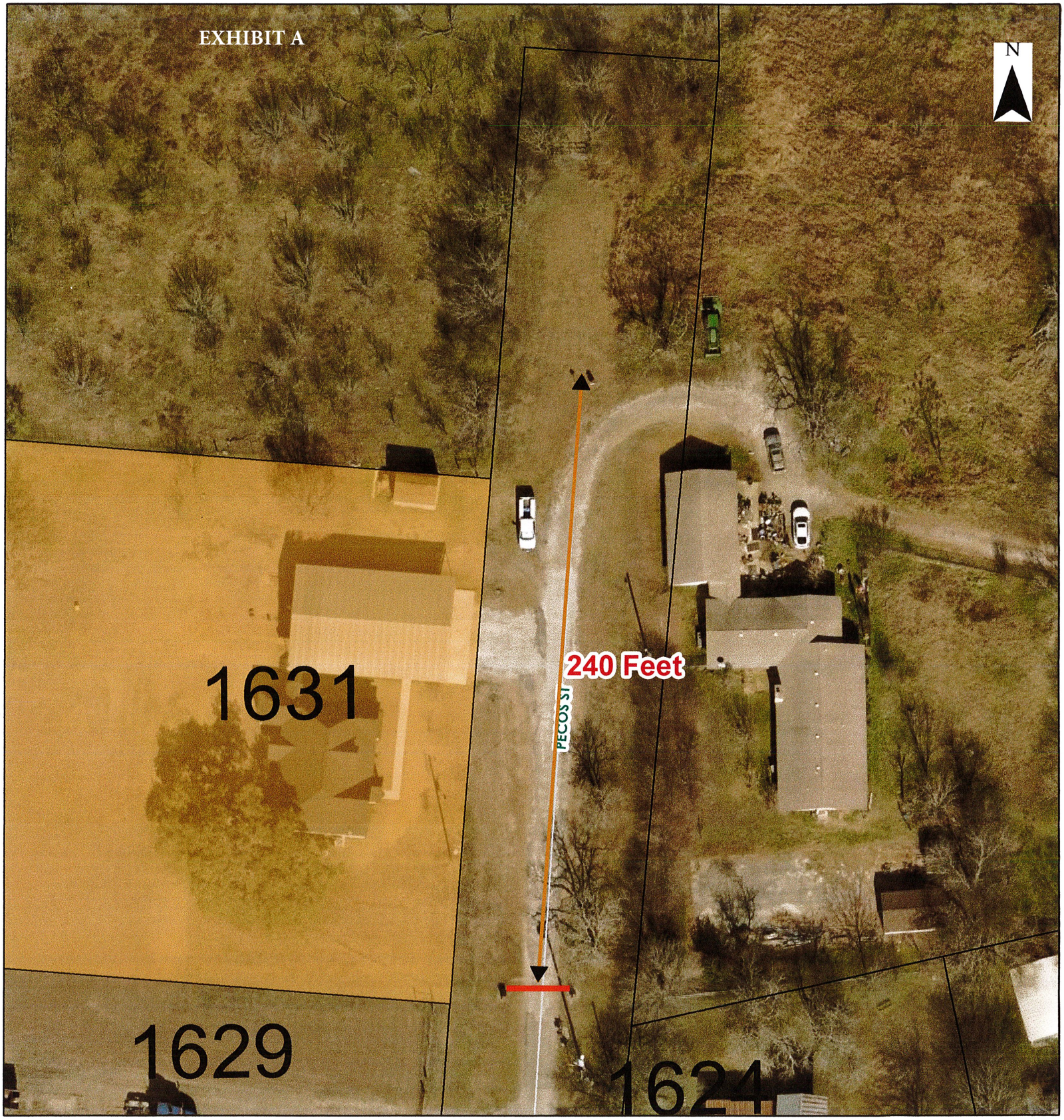
ATTEST:

_____
Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Monte Akers, City Attorney

EXHIBIT A



CITY OF
Lockhart
TEXAS

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the ground survey, and represents only the approximate relative location of property boundaries.

0 50 100 Feet

Map Legend

- 1631 N PECOS ST
- PARCEL BOUNDARY

DEAD
END
04/11/2022 09:28

City of Lockhart, Texas

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COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discussion regarding possible amendments to Chapter 64 regarding covered parking requirements in SF-1 and SF-2 residential development types.

ORIGINATING DEPARTMENT AND CONTACT: Council - Kara McGregor

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Councilperson McGregor requested discussion and possible action to consider amendments to Chapter 64 regarding covered parking requirements as outlined in Ordinance 2022-07 that was adopted by council on February 1, 2022 . Her comments are as follows:

The discussion on this item was focused on new development, and council did not discuss the impact on existing lots in the city classified as non-conforming, i.e. not in compliance with minimum lot size requirements. Our ordinances provide that non-conforming lots that were platted before April of 1990 can be developed or redeveloped. Lockhart has many such lots in older parts of town, with many clustered on the east side.

The requirements for covered parking on these very small lots creates a significant barrier to building on small vacant lots or removing unsafe structures and rebuilding, and could "orphan" many properties that could otherwise support a family home. In many cases, the lots are simply too narrow to build a home that could house a family and include a covered parking structure.

These lots are often on very narrow streets, so offsite parking requirements should remain. However, I propose that we exempt non-conforming lots platted before April of 1990 (to be consistent with other ordinances) from the requirement for a covered parking structure. Covered parking requirements would remain in place for all other new construction of residential properties, including new developments.

If the Council votes to direct staff to make amendments to Chapter 64, a formal public hearing, with legal notices, will thereafter be required at the Planning and Zoning Commission and the City Council.

PROJECT SCHEDULE (if applicable): N/A

City of Lockhart, Texas

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AMOUNT & SOURCE OF FUNDING:
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: Council adopted Ordinance 2022-07 on February 1, 2022.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff seeks direction.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2022-07 as adopted on February 1, 2022

ORDINANCE 2022-07

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING CHAPTER 64 "ZONING", OF THE CODE OF ORDINANCES, ARTICLE VII "ZONING DISTRICTS AND STANDARDS", SECTION 64-197 "REGULATIONS COMMON TO ALL OR SEVERAL DISTRICTS", SUBSECTION (g)(2) "ADDITIONAL PARKING REQUIREMENTS WITHIN RESIDENTIAL DISTRICTS"; AND AMENDING CHAPTER 64 "ZONING", APPENDIX I "SPECIFIC REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT TYPES"; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, covered parking adds value and function to detached single-family dwellings compared to homes that do not have it; and,

WHEREAS, covered parking helps provide more off-street parking space than a driveway, alone, thereby reducing the possibility that vehicles will need to be parked in the public street; and,

WHEREAS, covered parking protects and extends the life of vehicles; and,

WHEREAS, covered parking can provide storage space out of the weather for items that are not typically kept inside the dwelling; and,

WHEREAS, covered parking should be designed and located such that it does not dominate or detract from the residential appearance and function of the front façade of detached single-family homes; and,

WHEREAS, the City Council has determined that the current lack of standards requiring covered parking for detached single-family dwellings can result in new single-family neighborhoods being developed with all vehicle parking being exposed to the weather and within view of residents and passers-by; and,

WHEREAS, detached single-family dwellings are classified in Chapter 64 "Zoning", Article VII "Zoning Districts and Standards", Section 64-196 "Establishment of Zoning Districts", and in "Appendix I" as either the SF-1 residential development type which requires a minimum lot width of 65 feet and a minimum lot area of 8,500 square feet, or the SF-2 residential development type which requires a minimum lot width of 50 feet and a minimum lot area of 5,500 square feet.

WHEREAS, an amendment to Chapter 64 "Zoning", Article VII "Zoning Districts and Standards" is proposed to require covered parking for the SF-1 and SF-2 residential development types, and provide reasonable standards to promote the attractive appearance and functionality of new homes; and,

WHEREAS, current practice has been to allow garages and carports to be counted toward the minimum required off-street parking, despite the fact that the Minimum Required Off-street Parking column of Appendix I "Specific Requirements for Residential Development Types excludes garages for all types of residential development; and,

WHEREAS, an amendment is proposed to delete the exclusion of garages as counting toward the minimum required off-street parking, so that the current practice can be continued; and,

WHEREAS, the City Council has determined that such amendments serve a public purpose and the Council desires to amend the Code of Ordinances accordingly;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

I. The foregoing recitals are approved and adopted herein for all purposes.

II. Chapter 64 "Zoning", Article VII "Zoning Districts and Standards", is hereby amended as follows, with all existing provisions not shown remaining unchanged:

Sec. 64-197. Regulations common to all or several districts.

(g) Minimum parking and loading requirements.

(2) Additional parking requirements in residential districts.

a. Each dwelling unit of the SF-1 and SF-2 development type shall provide covered vehicle parking in the form of a carport or garage having a usable parking area, exclusive of storage or other functions, of at least 440 square feet (two vehicles) for the SF-1 development type or 220 square feet (one vehicle) for the SF-2 development type. Carports shall be provided with an integral enclosed storage room of at least 40 square feet. Garages and carports shall not extend closer to the front property line than the wall or covered porch of the front of the house that is closest to the front property line. Front-facing garage doors for single-car and two-car garages shall not occupy more than 40 percent, and front-facing garage doors for three-car garages shall not occupy more than 50 percent, of the width of the house.

III. Chapter 64 "Zoning", Appendix I "Specific Requirements for Residential Development Types", is hereby amended by changing the heading of the eleventh column to read as follows: *"Min. Off-street Parking Spaces Per Dwelling Unit (Note 3)"*.

IV. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

V. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

VI. Penalty: Any person who violates any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in Section 1-8 of the City Code.

VII. Publication: That the City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

VIII. Effective Date. That this ordinance shall become effective and be in full force ten days from the date of its passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE FIRST DAY OF FEBRUARY, 2022.

CITY OF LOCKHART

Lew White

Lew White
Mayor

ATTEST:

Connie Constancio

Connie A. Constancio, TRMC
City Secretary

APPROVED AS TO FORM:

Monte Akers
City Attorney

City of Lockhart, Texas

Council Agenda Item
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COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discuss a Tower Use License with Broussard Tower Rentals, Inc. to continue the City's use of the radio tower located at 1511 East Market St. within the City of Lockhart for the purposes of police, fire, EMS and other City related communications; and to authorize the Mayor to execute a Tower Use License with Clearview Tower Company III, LLC. to continue the City's use of a radio tower located near Luling, TX known as Iron Mountain for the same purposes as above.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Doug Montgomery

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:
This item is essentially a renewal of an existing agreement that has been in place since the early 1990s. Kent Broussard Tower Rentals, Inc. is in the process of selling all their assets to Clearview Tower Company III, LLC and has already sold the Iron Mountian (Luling) tower to them. The new agreements will maintain the status quo, but they more clearly identify the price structure and lease terms. On April 19, 2022, Council voted to postpone the approval of these agreements because Staff had some last-minute questions for the current and future owners which have since been answered.

PROJECT SCHEDULE (if applicable): Immediately for the land lease agreement with the new tower use license agreement beginning June 1, 2022.

AMOUNT & SOURCE OF FUNDING:
Funds Required: $63,318
Account Number: 231-5314-214-00
Funds Available: $63,318
Account Name: Rents & Leases

FISCAL NOTE (if applicable): $63,318 annually; increasing 4% on January 1, 2023 and every two years after that.

PREVIOUS COUNCIL ACTION: Approval of previous agreements and extensions going back to early 1990s.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

City of Lockhart, Texas

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LIST OF SUPPORTING DOCUMENTS: Luling Tower Use License, Lockhart Tower Use License

TOWER USE LICENSE

THIS AGREEMENT, is made as of this ___ day of _____, 2022, by and between **Clearview Tower Company III, LLC** ("Owner") and **City of Lockhart Texas** ("User")**.**

OWNER AND USER AGREE AS FOLLOWS:

1. **Scope of License.** Subject to the terms and conditions of this Tower Use License ("Agreement") and of the Master Lease (as hereinafter defined), Owner hereby grants to User the non-exclusive right to install, maintain and operate the radio communications equipment described in **EXHIBIT A** annexed hereto and made a part hereof ("Equipment") at Owner's communications site described in **EXHIBIT B** annexed hereto and made a part hereof ("Site").

2. **Term.** The term of this Agreement shall commence on June 1, 2022; and shall continue for a period of five (5) years ("Initial Term"), with three (3) additional five (5) year renewal periods (each a "Renewal Term"). Each Renewal Term shall commence automatically without further action on the part of Owner or User; provided, however, that User may terminate this Agreement at the expiration of the Initial Term by giving the Owner written notice not less than ninety (90) days' prior to the expiration of that Term, or upon one (1) year prior written notice during any Renewal Term.

3. **Fees.**

(a) User shall pay to Owner a monthly fee of One Thousand Four Hundred Forty-Five ($1,445.00) Dollars ("Base Fee") during the Initial Term and any Renewal Term(s), subject to the increases set forth in Paragraph 3(c) below, which shall be payable on the first day of every month. The Base Fee is **exclusive** of charges for the furnishing of electricity to User. **User shall not be responsible for furnishing electricity used by other tenants at Owner's Site**. User shall furnish and install an electrical meter at the Site for the measurement of its electrical power used, and pay directly to the local utility for any electricity it uses. Base Fee payments shall be deemed the sole and exclusive property of Owner and shall not be subject to delay, offset, refund or placement in escrow for any reason or purpose.

(b) Effective on January 1, 2023, and each second anniversary of that date during the Initial Term and any Renewal Term of this Agreement, the then current Base Fee payable by User to Owner shall be increased by an amount equal to four (4.0%) percent.

(c) User agrees that payment of the monthly Base Fee shall be due and paid without the necessity of a demand or invoice from the Owner. Any additional fees or other payments set forth herein shall be payable upon User's receipt of an invoice from Owner. User shall pay an additional charge of two (2.0%) percent of the monthly fee for each payment made more than fifteen business days after its due date.

4. **Inspection of Site.** The Site shall be provided in **"AS IS"** condition by Owner. User has visited and inspected the Site and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to User by Owner as to the condition of the Site, including the tower or towers, as the case may be, and/or the storage facilities, or as to any engineering data. User is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Site for User's use. Owner shall have no obligation to obtain licenses for User, or to maintain, insure, operate or safeguard User's Equipment.

5. **Installation, Maintenance and Operating Procedures.**

(a) User shall install, maintain and operate its Equipment during the term hereof in compliance with all present

and future rules and regulations of any local, State, or Federal authority having jurisdiction with respect thereto (including, without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA"). Prior to the installation of its Equipment, or any modification or changes to the Equipment, if any (but excluding repairs, minor modifications and/or replacement with substantially similar equipment), User shall comply with the following:

(i) User shall submit in writing all plans for such installations, modifications or changes for Owner's written approval, such approval not to be unreasonably withheld or delayed.

(ii) All work performed at the Site in connection with the installation, maintenance, operation, modification and removal of User's Equipment shall be performed at User's sole cost and expense either by User's employees or by contractors approved by Owner, such approval not to be unreasonably withheld or delayed. User shall only allow fully trained technicians and authorized personnel to work on its Equipment located at the Site who will undertake such work only in compliance with applicable FCC, OSHA and other applicable governmental laws, rules and regulations, including all laws, rules and regulations involving radio frequency (RF) radiation emissions and/or safety and work standards for work performed on or near communication towers and antenna sites. At Owner's request, User shall provide written evidence of compliance with this Paragraph 5(a)(ii) in the form of copies of any applicable training certifications, licenses and/or permits of its employees and contractors. User shall require all contractors, as a condition to their engagement, to agree to be bound by provisions materially similar to those included in this Agreement, specifically those relating to the indemnification of Owner and insurance requirements. The engagement of a contractor by User shall not relieve User of any of its obligations under this Agreement.

(iii) No work performed by User, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Site or to User's Equipment, will be deemed to be for the immediate use and benefit of Owner so that no mechanic's or other lien will be allowed against the property and estate of Owner by reason of any consent given by Owner to User to improve the Site. If any mechanic's or other liens will at any time be filed against the Site or the property of which the Site is a part by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to User or to anyone using the Site through or under User, User will forthwith cause the same to be discharged of record or bonded to the satisfaction of Owner. If User fails to cause such lien to be so discharged or bonded within ten (10) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of Owner, Owner may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Owner, including reasonable attorneys' fees incurred by Owner either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the statutory rate, will be due and payable by User to Owner as an additional fee hereunder.

(b) Subject to Paragraph 5(a)(ii) above, Owner agrees that, during the term of this Agreement, User's employees and contractors shall have access to the Site for the purpose of maintenance and repair of User's Equipment twenty-four (24) hours per day, seven (7) days per week. Owner shall provide User with a key and/or combination to the lock(s) at the Site in order to facilitate such access. All access to the Site shall be subject to the continuing control of, as well as the reasonable security and safety procedures established from time to time by, Owner.

6. **Interference.**

(a) Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation or operation of User's Equipment shall interfere:

(i) with other radio communications systems and equipment installed prior to the Commencement Date of this Agreement, User shall upon request (verbal or otherwise) suspend its operations (except for

intermittent testing) and do whatever Owner deems necessary to eliminate or remedy such interference. If it is determined that such interference cannot be rectified, then Owner may, at its option, terminate this Agreement upon written notice to User, whereupon User shall remove the Equipment at its sole cost and expense and in accordance with Section 8 herein; or

(ii) with any other radio communications systems and equipment installed at the Site after the Commencement Date of this Agreement, User shall cooperate fully with Owner and any future tenant or licensee injured by User's interference ("Future Party") to remedy the interference. User shall do whatever Owner deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference shall be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in User's system, Equipment, or installation.

(b) User hereby acknowledges that Owner has licensed and/or leased, and will continue to license and/or lease, space at and upon the Site to third parties for the installation and operation of radio communication facilities. Owner agrees for itself, and its successors and assigns, not to construct or permit, approve, cause or otherwise allow to be constructed any improvements, structure or other facility that would interfere with User's use of the Site under this Agreement. Specifically, Owner shall be prohibited from installing, or authorizing the installation of, broadcast equipment that would cause the tower to exceed its designed structural capacity and shall be prohibited from interfering with User's utilization of the Site pursuant to this Agreement.

(c) Owner agrees to include provisions which are substantially similar to Paragraph 6(a) in all future licenses, leases or other agreements relating to the use of the Site for telecommunications purposes.

7. **Removal of User's Equipment.** Provided that User is not in default in the performance of its obligations hereunder, at the expiration of this Agreement or earlier termination thereof, User shall remove any and all of the Equipment and the Site shall be restored to a condition reasonably matching the condition existing prior to the Commencement Date of this Agreement, normal wear and tear excepted. Such removal and restoration shall be performed pursuant to the guidelines set forth in Section 5 of this Agreement, without any interference, damage or destruction to any other equipment, structures or operations at the Site or any equipment of other licensee or tenants thereon. Any and all interference or damage caused to the Site or equipment of other licensees or tenants by such removal shall be immediately repaired or eliminated by User. If User fails to make such repairs, at User's sole cost and expense, within three (3) days after the occurrence of such damage, injury or interference, Owner may perform all the necessary repairs at User's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder. If User fails to remove the Equipment within thirty (30) days following any termination of this Agreement, Owner may, at its option, either (i) remove and store the Equipment at User's sole cost and expense, without being liable for any damage therefore; or (ii) deem ownership of the Equipment to have been conveyed to Owner and Owner may dispose of the Equipment in such lawful manner as it shall determine.

8. **Indemnification.**

(a) User shall indemnify and hold Owner harmless from (i) all costs of any damage done to Owner's or other licensees' or tenants' facilities or equipment located at the Site, that occur as a result of the installation, operation or maintenance of User's Equipment or other improvements; and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers' compensation law or any plan of employee's disability and death benefits, arising out of User's occupancy of the Site or the installation, maintenance and operation or removal of User's Equipment, except only such damages, costs, claims, causes of action or demands caused solely by the negligence or willful misconduct of Owner.

(b) User shall also indemnify and hold Owner harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any worker's compensation law or any plan of employees' disability and death benefits, arising out of or resulting from any claims, damages,

losses, liabilities or causes of action resulting in any way from RF radiation emissions from User's Equipment or any other harmful effect of User's Equipment.

(c) Owner shall not be responsible or liable to User for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or tenants occupying the Site. User hereby assumes the risk of the inability to operate as a result of any structural or power failures at the Site or failure of User's Equipment and agrees Owner shall not under any circumstances be liable for any incidental or consequential damages, or for any lost profits due to business interruption, suffered or incurred by User for any reason.

9. **Damage or Destruction.** Owner and User agree that Owner shall in no way be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Site or to User's Equipment located thereon, by fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event the Site or any part thereof is damaged or destroyed by elements or any other cause, Owner may elect to repair, rebuild, or restore the Site or any part thereof, to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of such casualty until the Site, in Owner's opinion, is restored to a usable condition for User's operation. If Owner chooses not to repair, restore or rebuild the Site, Owner shall send to User a notice of cancellation of this Agreement within thirty (30) days of such casualty. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty.

10. **Insurance.** User shall keep in full force and effect during the term of this Agreement Commercial General Liability and Automobile Liability insurance on a "per claims made" basis, with the following minimum limits:

Commercial General Liability:	$2,000,000 General Aggregate
(Limits apply per location)	$2,000,000 Products/Completed Operations Aggregate
	$1,000,000 Personal & Advertising Injury
	$1,000,000 Each Occurrence
Automobile Liability:	$1,000,000 Combined Single Limit
Workers' Compensation:	Statutory
	$100,000 Each Accident
	$500,000 Disease Limit
	$100,000 Disease – Each Employee
Umbrella Liability:	$5,000,000
User's Equipment Coverage:	All Risk Coverage (Equipment Limit Applicable to each Tower)

The insurance policy shall be endorsed to include Owner as an additional insured and shall provide that Owner will receive at least thirty (30) days' prior written notice of any cancellation or material change in such insurance policy. User shall furnish to Owner, prior to the installation of the Equipment, and for the duration of this Agreement thereafter, current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect.

11. **Taxes.** User hereby acknowledges that the existence of User's Equipment and other improvements at the Site may result in an increase in the assessed valuation of the Site. User agrees to reimburse Owner upon receipt of documentation showing that User's Equipment or other improvements caused an increase in the assessed value of the Site, for User's proportionate share of any increases in the real estate taxes payable by Owner as a consequence of the increase in assessed valuation. Owner hereby agrees to cooperate with User, at User's sole cost and expense, to obtain an abatement of any such increased assessment. In the event any sales, use or other tax shall be payable by Owner in connection with this Agreement, User shall reimburse Owner on demand for such payments or shall furnish necessary documentation to the appropriate government authorities to show that fee payments hereunder shall be exempt from such sales, use or other tax.

12. **Notices.** All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage prepaid, by certified mail or by a reliable overnight courier service with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

***If to Owner*:**
Clearview Tower Company III, LLC
26 Yolanda Drive
Edison, NJ 08817
Attn: Legal Department

***If to User*:**
City of Lockhart, Texas
PO Box 239
Lockhart, TX 78644

Notice given by certified mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

13. **Default.**

(a) Any one or more of the following events shall constitute a default ("Default") by User under this Agreement:

(i) the failure of payment of fees, additional fees or other payments set forth herein and such failure continues for ten (10) days after Owner provides written notice thereof to User;

(ii) abandonment of either the User Equipment or that portion of the Site upon which the User Equipment was installed;

(iii) User's failure to perform any other of its obligations under this Agreement and such failure continues for thirty (30) days after Owner gives written notice thereof to User.

(b) In the event of a Default, notwithstanding all other remedies available at law or equity or contained herein, Owner shall have the right to accelerate all rents and other charges due to Owner from User for the remainder of the then current term of this Agreement and User shall pay the same upon demand. Additionally, Owner may at its option: (i) terminate this Agreement upon written notice to User; and (ii) either (A) disconnect, remove and store the Equipment at User's sole cost and expense, without being liable for any damage therefore; or (B) deem ownership of the Equipment to have been conveyed to Owner and Owner may dispose of the Equipment in such lawful manner as it shall determine. In the event that Owner should, as a result of the Default in the performance by User of its obligations hereunder, incur any costs or expenses on behalf of User or in connection with User's obligations hereunder, such sums shall be immediately due to Owner upon rendering of an invoice to User as an additional fee hereunder.

(c) At any time or from time to time after the removal of the User's property from the Site pursuant to Paragraph 14(b) above, whether or not the current term of this Agreement shall have been terminated, Owner may (but shall be under no obligation to) re-license User's former space at the Site, or any part thereof, for the account of the Owner, for such term or terms (which may be greater than or less than the period which would otherwise have constituted the balance of the current term) and on such conditions (which may include concessions or free rent) and for such uses as Owner, in Owner's absolute discretion, may determine, and may collect and receive payments therefrom. Owner shall not be responsible or liable for any failure to re-license User's former space at the Site or any part thereof or for any failure to collect any payments due upon any such re-licensing.

(d) No Default pursuant to this Section 14, by operation of law or otherwise (except as expressly provided herein), no removal of User's property from the Site pursuant to the terms of this Agreement, and/or no re-licensing

of User's former space at the Site shall relieve User of User's obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. Without limiting the foregoing, upon User's removal from the Site pursuant to this Section 14, User shall nonetheless remain liable for all monthly fees and other payments hereunder for the remainder of the then-current term.

(e) All of the rights, powers, and remedies of Owner provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by Owner of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by Owner of any or all of such other rights, powers, or remedies.

14. **Assignment.** Owner reserves the right to assign, transfer, mortgage or otherwise encumber the Site and/or its interest in this Agreement. User shall upon demand execute and deliver to Owner such further instruments subordinating this Agreement, as may be required by Owner in connection with Owner's contemplated transaction. If a third party acquires title to the Site or to Owner's interest therein, including by foreclosure or by acceptance of a conveyance in lieu of foreclosure of a lien, then User will automatically become the licensee of such successor-in-interest without change in the terms or other provisions of this Agreement; provided, however, that such successor-in-interest shall not be bound (a) by any payment of the Base Fee for more than one month in advance or (b) by any amendment or modification of this Agreement made without the written consent of such successor-in-interest. Upon request by User or such successor-in-interest, User and such successor-in-interest shall execute and deliver an instrument or instruments confirming the nondisturbance and attornment herein provided.

15. **Estoppel Certificate**. From time to time, upon not less than twenty (20) days' prior written notice by either party, the other party shall execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Agreement (together with any non-disturbance agreement) is unmodified and in full force and effect (or identifying any modification or modifications) and that the requesting party is not in default, except as specified in such statement, in regard to any of its obligations under this Agreement and further setting forth the dates to which all sums payable as rent hereunder have been paid in advance, if any, and such other statements relating to delivery and acceptance of the Site as the requesting party's lender, purchaser, or permitted assignee may require. Said statement shall be accurate and binding on the other party and may be relied upon by the party requesting such statement and such lender, purchaser or assignee.

16. **Miscellaneous.**

(a) This Agreement shall not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by Owner and User. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

(b) This Agreement embodies the entire agreement between the parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

(c) This Agreement may be executed in counterpart copies, each of which shall be deemed an original, but which together shall constitute a single instrument. All section headings and captions used herein are for the convenience of the parties only and shall not be considered a substantive part of the Agreement.

(d) This Agreement shall be governed by and construed in accordance with the laws in which the Site is located.

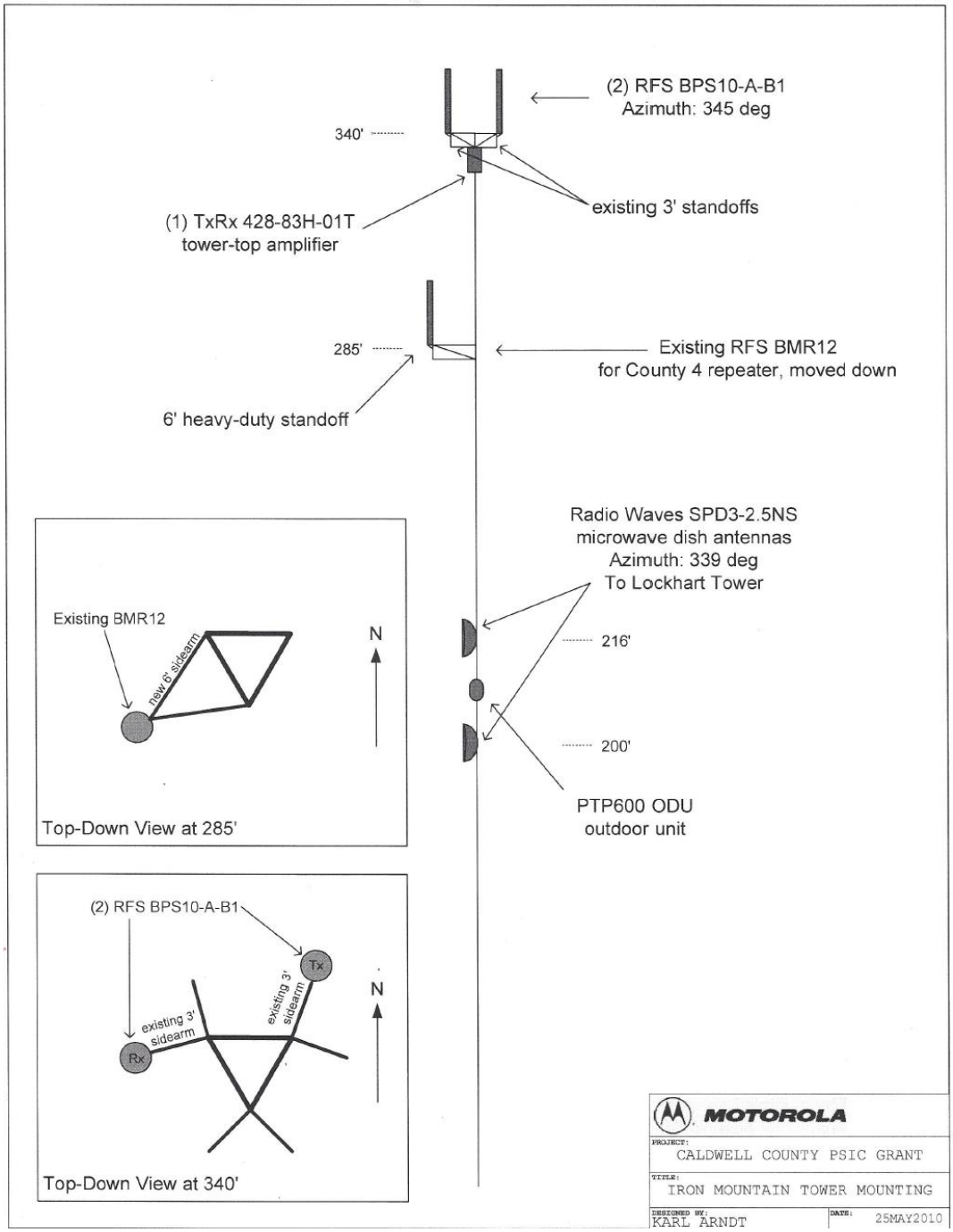
(e) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of Owner.

(f) This Agreement creates a license only and User acknowledges that User does not and shall not claim at any time, any real property interest or estate of any kind or extent whatsoever in the Site by virtue of this Agreement or User's use of the Site pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between Owner and User.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

***Owner*: Clearview Tower Company III, LLC**	***User*: City of Lockhart, Texas**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A



Also, ground space measuring approximately 10’ x 20’ for User’s private equipment shelter.

EXHIBIT B

Site

***Site Name*:**

The Site consists of the telecommunications tower and equipment shelter located at:

Iron Mountain
Near Luling, in Gonzales County, Texas

The geodetic coordinates of the Site are:

North Latitude:	29 – 39 – 03
West Longitude:	97 – 33 – 20

TOWER USE LICENSE

THIS AGREEMENT is made as of this ___ day of _____, 2022, by and between **Kent Broussard Tower Rentals, Inc.** ("Owner") and **City of Lockhart Texas** ("User")**.**

OWNER AND USER AGREE AS FOLLOWS:

1. **Scope of License.** Subject to the terms and conditions of this Tower Use License ("Agreement") and of the Master Lease (as hereinafter defined), Owner hereby grants to User the non-exclusive right to install, maintain and operate the radio communications equipment described in **EXHIBIT A** annexed hereto and made a part hereof ("Equipment") at Owner's communications site described in **EXHIBIT B** annexed hereto and made a part hereof ("Site").

2. **Term.** The term of this Agreement shall commence on June 1, 2022; and shall continue for a period of five (5) years ("Initial Term"), with three (3) additional five (5) year renewal periods (each a "Renewal Term"). Each Renewal Term shall commence automatically without further action on the part of Owner or User; provided, however, that User may terminate this Agreement at the expiration of the Initial Term by giving the Owner written notice not less than ninety (90) days' prior to the expiration of that Term, or upon one (1) year prior written notice during any Renewal Term.

3. **Fees.**

(a) User shall pay to Owner a monthly fee of Three Thousand Two Hundred Forty-Seven Dollars and Fifty Cents ($3,247.50) ("Base Fee") during the Initial Term and any Renewal Term(s), subject to the increases set forth in Paragraph 3(f) below, which shall be payable on the first day of every month.

(b) User shall pay to Owner a yearly fee of Seven Thousand Eight Dollars and No Cents ($7,008.00) ("Police Fee") during the Initial Term and any Renewal Term(s), subject to the increases set forth in Paragraph 3(f) below, which shall be payable within 30 days after the anniversary of this Agreement.

(c) The Base Fee and Police Fee are **exclusive** of charges for the furnishing of electricity to User. **User shall not be responsible for furnishing electricity used by other tenants at Owner's Site**. User shall furnish and install an electrical meter at the Site for the measurement of its electrical power used, and pay directly to the local utility for any electricity it uses. Base Fee and Police Fee payments shall be deemed the sole and exclusive property of Owner and shall not be subject to delay, offset, refund or placement in escrow for any reason or purpose.

(d) User may place up to four (4) transmission lines at the position of their choice at the 250-foot level or below on the tenant's 360-foot tower at no charge ("in-kind") to satisfy Owner's rent obligation to the City of Lockhart pursuant to the Land Lease Agreement executed by the User and Owner in a separate instrument.

(e) All items in use by User and the associated fees are as follows:

i. The Base Fee includes the following items:

	Item	Quantity	Fee
1.	Trunk Transmission Line from 250' to 360' (110')	4	$880.00
2.	Coaxial Transmission Line of 1125'	1	$1,687.50
3.	Dish antenna	4	$600.00
4.	PTP600 ODU	4	$80.00
	Total (paid monthly)		**$3,247.50**

ii. The Police Fee includes the following items:

	Item	Quantity	Fee
1.	RFS BMR12-O-B1 Antennas 12dB Omni-Directional with TxRx 428-83H-01T Tower-top Amplifier for Lockhart Police at 360'	2	$7,008.00
	Total (paid yearly)		**$7,008.00**

iii. The "in-kind" items include the following:

	Item	Quantity	Fee
1.	Trunk Transmission line from ground to 250'	4	$2,000.00
	Total (accounted for monthly)		**$2,000.00**

(f) Effective on January 1, 2023, and each second anniversary of that date during the Initial Term and any Renewal Term of this Agreement, the then current Base Fee and Police Fee payable by User to Owner shall be increased by an amount equal to four (4.0%) percent.

(g) User agrees that payment of the monthly Base Fee, yearly Police Fee, and the Electric Fee shall be due and paid without the necessity of a demand or invoice from the Owner. Any additional fees or other payments set forth herein shall be payable upon User's receipt of an invoice from Owner. User shall pay an additional charge of two (2.0%) percent of the monthly fee for each payment made more than fifteen business days after its due date.

4. **Inspection of Site.** The Site shall be provided in **"AS IS"** condition by Owner. User has visited and inspected the Site and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to User by Owner as to the condition of the Site, including the tower or towers, as the case may be, and/or the storage facilities, or as to any engineering data. User is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Site for User's use. Owner shall have no obligation to obtain licenses for User, or to maintain, insure, operate or safeguard User's Equipment.

5. **Installation, Maintenance and Operating Procedures.**

(a) User shall install, maintain and operate its Equipment during the term hereof in compliance with all present and future rules and regulations of any local, State, or Federal authority having jurisdiction with respect thereto (including, without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA"). Prior to the installation of its Equipment, or any modification or changes to the Equipment, if any (but excluding repairs, minor modifications and/or replacement with substantially similar equipment), User shall comply with the following:

(i) User shall submit in writing all plans for such installations, modifications or changes for Owner's written approval, such approval not to be unreasonably withheld or delayed.

(ii) All work performed at the Site in connection with the installation, maintenance, operation, modification and removal of User's Equipment shall be performed at User's sole cost and expense either by User's employees or by contractors approved by Owner, such approval not to be unreasonably withheld or delayed. User shall only allow fully trained technicians and authorized personnel to work on its Equipment located at the Site who will undertake such work only in compliance with applicable FCC, OSHA and other applicable governmental laws, rules and regulations, including all laws, rules and regulations involving radio frequency (RF) radiation emissions and/or safety and work standards for work performed on or near communication towers and antenna sites. At Owner's request, User shall provide written evidence of compliance with this Paragraph 5(a)(ii) in the form of copies of any applicable training certifications, licenses and/or permits of its employees and contractors. User shall require all contractors,

as a condition to their engagement, to agree to be bound by provisions materially similar to those included in this Agreement, specifically those relating to the indemnification of Owner and insurance requirements. The engagement of a contractor by User shall not relieve User of any of its obligations under this Agreement.

(iii) No work performed by User, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Site or to User's Equipment, will be deemed to be for the immediate use and benefit of Owner so that no mechanic's or other lien will be allowed against the property and estate of Owner by reason of any consent given by Owner to User to improve the Site. If any mechanic's or other liens will at any time be filed against the Site or the property of which the Site is a part by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to User or to anyone using the Site through or under User, User will forthwith cause the same to be discharged of record or bonded to the satisfaction of Owner. If User fails to cause such lien to be so discharged or bonded within ten (10) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of Owner, Owner may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Owner, including reasonable attorneys' fees incurred by Owner either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the statutory rate, will be due and payable by User to Owner as an additional fee hereunder.

(b) Subject to Paragraph 5(a)(ii) above, Owner agrees that, during the term of this Agreement, User's employees and contractors shall have access to the Site for the purpose of maintenance and repair of User's Equipment twenty-four (24) hours per day, seven (7) days per week. Owner shall provide User with a key and/or combination to the lock(s) at the Site in order to facilitate such access. All access to the Site shall be subject to the continuing control of, as well as the reasonable security and safety procedures established from time to time by, Owner.

6. **Interference.**

(a) Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation or operation of User's Equipment shall interfere:

(i) with other radio communications systems and equipment installed prior to the Commencement Date of this Agreement, User shall upon request (verbal or otherwise) suspend its operations (except for intermittent testing) and do whatever Owner deems necessary to eliminate or remedy such interference. If it is determined that such interference cannot be rectified, then Owner may, at its option, terminate this Agreement upon written notice to User, whereupon User shall remove the Equipment at its sole cost and expense and in accordance with Section 8 herein; or

(ii) with any other radio communications systems and equipment installed at the Site after the Commencement Date of this Agreement, User shall cooperate fully with Owner and any future tenant or licensee injured by User's interference ("Future Party") to remedy the interference. User shall do whatever Owner deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference shall be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in User's system, Equipment, or installation.

(b) User hereby acknowledges that Owner has licensed and/or leased, and will continue to license and/or lease, space at and upon the Site to third parties for the installation and operation of radio communication facilities. Owner agrees for itself, and its successors and assigns, not to construct or permit, approve, cause or otherwise allow to be constructed any improvements, structure or other facility that would interfere with User's use of the Site under this Agreement. Specifically, Owner shall be prohibited from installing, or authorizing the installation of, broadcast equipment that would cause the tower to exceed its designed structural capacity and shall be prohibited from interfering with User's utilization of the Site pursuant to this Agreement.

(c) Owner agrees to include provisions which are substantially similar to Paragraph 6(a) in all future licenses, leases or other agreements relating to the use of the Site for telecommunications purposes.

7. **Removal of User's Equipment.** Provided that User is not in default in the performance of its obligations hereunder, at the expiration of this Agreement or earlier termination thereof, User shall remove any and all of the Equipment and the Site shall be restored to a condition reasonably matching the condition existing prior to the Commencement Date of this Agreement, normal wear and tear excepted. Such removal and restoration shall be performed pursuant to the guidelines set forth in Section 5 of this Agreement, without any interference, damage or destruction to any other equipment, structures or operations at the Site or any equipment of other licensee or tenants thereon. Any and all interference or damage caused to the Site or equipment of other licensees or tenants by such removal shall be immediately repaired or eliminated by User. If User fails to make such repairs, at User's sole cost and expense, within three (3) days after the occurrence of such damage, injury or interference, Owner may perform all the necessary repairs at User's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder. If User fails to remove the Equipment within thirty (30) days following any termination of this Agreement, Owner may, at its option, either (i) remove and store the Equipment at User's sole cost and expense, without being liable for any damage therefore; or (ii) deem ownership of the Equipment to have been conveyed to Owner and Owner may dispose of the Equipment in such lawful manner as it shall determine.

8. **Indemnification.**

(a) User shall indemnify and hold Owner harmless from (i) all costs of any damage done to Owner's or other licensees' or tenants' facilities or equipment located at the Site, that occur as a result of the installation, operation or maintenance of User's Equipment or other improvements; and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers' compensation law or any plan of employee's disability and death benefits, arising out of User's occupancy of the Site or the installation, maintenance and operation or removal of User's Equipment, except only such damages, costs, claims, causes of action or demands caused solely by the negligence or willful misconduct of Owner.

(b) User shall also indemnify and hold Owner harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any worker's compensation law or any plan of employees' disability and death benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action resulting in any way from RF radiation emissions from User's Equipment or any other harmful effect of User's Equipment.

(c) Owner shall not be responsible or liable to User for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or tenants occupying the Site. User hereby assumes the risk of the inability to operate as a result of any structural or power failures at the Site or failure of User's Equipment and agrees Owner shall not under any circumstances be liable for any incidental or consequential damages, or for any lost profits due to business interruption, suffered or incurred by User for any reason.

9. **Damage or Destruction.** Owner and User agree that Owner shall in no way be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Site or to User's Equipment located thereon, by fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event the Site or any part thereof is damaged or destroyed by elements or any other cause, Owner may elect to repair, rebuild, or restore the Site or any part thereof, to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of such casualty until the Site, in Owner's opinion, is restored to a usable condition for User's operation. If Owner chooses not to repair, restore or rebuild the Site, Owner shall send to User a notice of cancellation of this Agreement within thirty (30) days of such casualty. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty.

10. **Insurance.** User shall keep in full force and effect during the term of this Agreement Commercial General Liability and Automobile Liability insurance on a "per claims made" basis, with the following minimum limits:

Commercial General Liability:	$2,000,000 General Aggregate
(Limits apply per location)	$2,000,000 Products/Completed Operations Aggregate
	$1,000,000 Personal & Advertising Injury
	$1,000,000 Each Occurrence
Automobile Liability:	$1,000,000 Combined Single Limit
Workers' Compensation:	Statutory
	$100,000 Each Accident
	$500,000 Disease Limit
	$100,000 Disease – Each Employee
Umbrella Liability:	$5,000,000
User's Equipment Coverage:	All Risk Coverage (Equipment Limit Applicable to each Tower)

The insurance policy shall be endorsed to include Owner as an additional insured and shall provide that Owner will receive at least thirty (30) days' prior written notice of any cancellation or material change in such insurance policy. User shall furnish to Owner, prior to the installation of the Equipment, and for the duration of this Agreement thereafter, current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect.

11. **Taxes.** User hereby acknowledges that the existence of User's Equipment and other improvements at the Site may result in an increase in the assessed valuation of the Site. User agrees to reimburse Owner upon receipt of documentation showing that User's Equipment or other improvements caused an increase in the assessed value of the Site, for User's proportionate share of any increases in the real estate taxes payable by Owner as a consequence of the increase in assessed valuation. Owner hereby agrees to cooperate with User, at User's sole cost and expense, to obtain an abatement of any such increased assessment. In the event any sales, use or other tax shall be payable by Owner in connection with this Agreement, User shall reimburse Owner on demand for such payments or shall furnish necessary documentation to the appropriate government authorities to show that fee payments hereunder shall be exempt from such sales, use or other tax.

12. **Notices.** All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage prepaid, by certified mail or by a reliable overnight courier service with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

***If to Owner*:**	***If to User*:**
Kent Broussard Tower Rentals, Inc.	City of Lockhart, Texas
P.O. Box 1883	PO Box 239
Bay City, TX	Lockhart, TX 78644

Notice given by certified mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

13. **Default.**

(a) Any one or more of the following events shall constitute a default ("Default") by User under this

Agreement:

(i) the failure of payment of fees, additional fees or other payments set forth herein and such failure continues for ten (10) days after Owner provides written notice thereof to User;

(ii) abandonment of either the User Equipment or that portion of the Site upon which the User Equipment was installed;

(iii) User's failure to perform any other of its obligations under this Agreement and such failure continues for thirty (30) days after Owner gives written notice thereof to User.

(b) In the event of a Default, notwithstanding all other remedies available at law or equity or contained herein, Owner shall have the right to accelerate all rents and other charges due to Owner from User for the remainder of the then current term of this Agreement and User shall pay the same upon demand. Additionally, Owner may at its option: (i) terminate this Agreement upon written notice to User; and (ii) either (A) disconnect, remove and store the Equipment at User's sole cost and expense, without being liable for any damage therefore; or (B) deem ownership of the Equipment to have been conveyed to Owner and Owner may dispose of the Equipment in such lawful manner as it shall determine. In the event that Owner should, as a result of the Default in the performance by User of its obligations hereunder, incur any costs or expenses on behalf of User or in connection with User's obligations hereunder, such sums shall be immediately due to Owner upon rendering of an invoice to User as an additional fee hereunder.

(c) At any time or from time to time after the removal of the User's property from the Site pursuant to Paragraph 14(b) above, whether or not the current term of this Agreement shall have been terminated, Owner may (but shall be under no obligation to) re-license User's former space at the Site, or any part thereof, for the account of the Owner, for such term or terms (which may be greater than or less than the period which would otherwise have constituted the balance of the current term) and on such conditions (which may include concessions or free rent) and for such uses as Owner, in Owner's absolute discretion, may determine, and may collect and receive payments therefrom. Owner shall not be responsible or liable for any failure to re-license User's former space at the Site or any part thereof or for any failure to collect any payments due upon any such re-licensing.

(d) No Default pursuant to this Section 14, by operation of law or otherwise (except as expressly provided herein), no removal of User's property from the Site pursuant to the terms of this Agreement, and/or no re-licensing of User's former space at the Site shall relieve User of User's obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. Without limiting the foregoing, upon User's removal from the Site pursuant to this Section 14, User shall nonetheless remain liable for all monthly fees and other payments hereunder for the remainder of the then-current term.

(e) All of the rights, powers, and remedies of Owner provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by Owner of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by Owner of any or all of such other rights, powers, or remedies.

14. **Assignment.** Owner reserves the right to assign, transfer, mortgage or otherwise encumber the Site and/or its interest in this Agreement. User shall upon demand execute and deliver to Owner such further instruments subordinating this Agreement, as may be required by Owner in connection with Owner's contemplated transaction. If a third party acquires title to the Site or to Owner's interest therein, including by foreclosure or by acceptance of a conveyance in lieu of foreclosure of a lien, then User will automatically become the licensee of

such successor-in-interest without change in the terms or other provisions of this Agreement; provided, however, that such successor-in-interest shall not be bound (a) by any payment of the Base Fee for more than one month in advance or (b) by any amendment or modification of this Agreement made without the written consent of such successor-in-interest. Upon request by User or such successor-in-interest, User and such successor-in-interest shall execute and deliver an instrument or instruments confirming the nondisturbance and attornment herein provided.

15. **Estoppel Certificate**. From time to time, upon not less than twenty (20) days' prior written notice by either party, the other party shall execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Agreement (together with any non-disturbance agreement) is unmodified and in full force and effect (or identifying any modification or modifications) and that the requesting party is not in default, except as specified in such statement, in regard to any of its obligations under this Agreement and further setting forth the dates to which all sums payable as rent hereunder have been paid in advance, if any, and such other statements relating to delivery and acceptance of the Site as the requesting party's lender, purchaser, or permitted assignee may require. Said statement shall be accurate and binding on the other party and may be relied upon by the party requesting such statement and such lender, purchaser or assignee.

16. **Miscellaneous.**

(a) This Agreement shall not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by Owner and User. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

(b) This Agreement embodies the entire agreement between the parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

(c) This Agreement may be executed in counterpart copies, each of which shall be deemed an original, but which together shall constitute a single instrument. All section headings and captions used herein are for the convenience of the parties only and shall not be considered a substantive part of the Agreement.

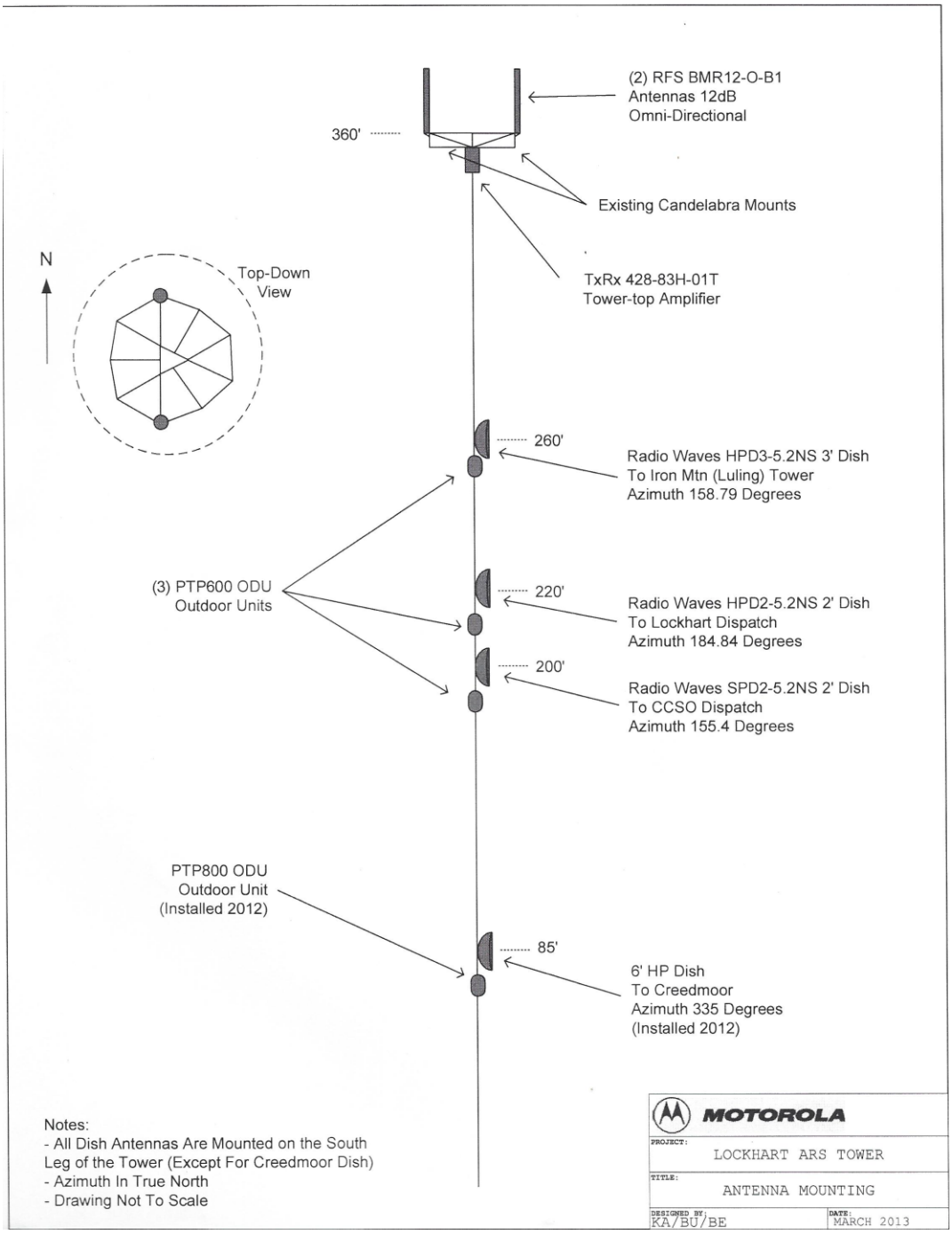
(d) This Agreement shall be governed by and construed in accordance with the laws in which the Site is located.

(e) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of Owner.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

***Owner*: Kent Broussard Tower Rentals, Inc.**	***User*: City of Lockhart, Texas**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A



Also, ground space measuring approximately 10’ x 12’ for User’s private equipment shelter.

EXHIBIT B

Site

***Site Name*:**

The Site consists of the telecommunications tower and equipment shelter located at:

1511 East Market Street
Lockhart, Caldwell County, Texas

The geodetic coordinates of the Site are:

North Latitude:	29 – 53 – 29
West Longitude:	97 – 39 – 45

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discussion regarding matters related to COVID-19.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis, Monte Akers

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On May 18, 2021, Governor Abbot issued GA-36 that prohibited governmental entities from mandating face coverings or restricting activities in response to the COVID-19 disaster. As a result, the Lockhart City Council rescinded the Mayor's Declaration to require face coverings and encouraged citizens to continue to follow the CDC guidelines in regard to COVID-19.

Also, as a result of the Governor opening Texas on March 2, 2021 (GA-34), community events are back on schedule such as the Chisholm Trail Roundup, Fireworks show, and City venues such as the city splash pad are open to the public. Face coverings are not required during the events or at city facilities.

An update of COVID-19 orders and Council actions is attached.

Open Meetings Act Suspensions Terminate effective September 1, 2021
In March 2020, Governor Abbott's office granted the Attorney General's request to suspend certain open meetings statutes. The temporary suspension allows for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in-person meetings, thereby allowing governmental bodies and/or board commissions to hold a meeting virtually without a quorum being present at the meeting location.

On June 30, 2021, the Governor's office approved a request by the Attorney General to lift the open meetings suspensions effective at 12:01 a.m. on September 1, 2021. All Texas governmental bodies subject to the OMA must thereafter conduct their meetings in full compliance with the OMA as written in state law.

The following are provisions in the OMA suspension that will no longer be allowed effective September 1, 2021:
1) Video conferencing capability will change in that a member of the governing body or board can meet virtually but there must be a quorum physically present at the meeting location.
2) Telephone conference meetings will not be allowed to continue and are only allowed in an emergency.

On August 29, 2021, Governor Abbott issued a Declaration renewing the declaration of disaster stating that COVID-19 poses an imminent threat of disaster for all counties in Texas.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

On October 11, 2021, Governor Abbott issued GA-40 prohibiting vaccine mandates, subject to legislative action.

On February 25, 2022, the CDC updated its framework on monitoring the level of COVID-19 in communities. The new framework moves beyond just looking at cases and testing positivity to evaluation factors that also include hospitalizations and hospital capacity. These factors combined are used to determine whether COVID-19 and severe disease are low, medium or high in a community. The CDC also updated its recommendations for wearing face coverings and respirators. Recommendations are now connected to the community's current level of COVID-19 and severe disease.

This item is returned to the Council for consideration, if necessary.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None.

LIST OF SUPPORTING DOCUMENTS: Update of COVID-19 orders and Council actions, GA-39, GA-38, Governor Abbott proclamation renewing the Declaration of Disaster, GA 40

HISTORY OF COVID-19 ORDERS/COUNCIL ACTIONS

On **September 1, 2020**, the City Council adopted Resolution 2020-20 renewing and adopting a requirement that commercial establishments in the City post a notice that facial coverings are a requirement of employees and persons entering such establishments. The requirement that such notice be posted shall remain in effect until terminated or amended by the City Council.

On **October 7, 2020**, Governor Greg Abbott issued Executive Order GA-32 to allow certain bars and similar establishments to operate at 50% capacity with permission from the County Judge. GA-32 increased the occupancy levels for all business establishments other than bars to 75%. GA-32 also provides that outdoor gatherings in excess of 10 people is prohibited unless the Mayor of the City in which the gathering is held, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with GA-32.

Mayor's statement on reduced business capacity in Caldwell County**.** At 12:01 a.m. on Wednesday, January 13, 2021 the provisions of Governor Greg Abbott's Executive Order GA-32 that suspend elective surgeries, close bars and reduce business capacity to 50 percent went into effect in Lockhart and Caldwell County. This was occurring because under GA-32, these specific provisions took effect when a Trauma Service Area had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total capacity exceeded 15 percent. This was the case in Trauma Service Area O, which included Caldwell County.

COVID Relief Fund update**.** On January 19, 2021, the Council voted to offer a six-month forbearance to businesses that received a COVID-19 Recovery Loan in 2020. Council re-opened the COVID Relief Grants to small businesses for $5,000 per business that qualifies. Restaurants and bars that were affected by the Governor's order earned higher points on the application process.

During the February 23, 2021 meeting, Chief Jenkins provided an update of COVID compliance for local businesses.

On **March 2, 2021**, Governor Abbot issued GA-34 that was effective March 10, 2021. It provides that the State no longer requires face covering and it does not allow local jurisdictions to require face coverings. GA-34 supercedes all orders issued by local officials that conflict with regard to services or local orders and provides that businesses and other establishments may require customers and employees to wear face coverings. The consensus of the Council was to leave the Mayor's Declaration in effect and to encourage citizens to continue to wear face coverings and to maintain a six foot distance.

On **May 13, 2021**, the CDC announced that fully vaccinated individuals no longer need to mask up or social distance indoors and outdoors, including crowds. Attached is information from the CDC about how to stay safe around individuals that are or are not fully vaccinated.

On **June 15, 2021**, the consensus of the Council was to continue virtual attendance at meetings.

On **June 30, 2021**, the Governor's office approved a request by the Attorney General to lift the temporary Open Meetings Act suspensions, effective at 12:01 a.m. on September 1, 2021. The change in virtual meetings is that a member of the governing body or board member may attend a meeting virtually but there must be a quorum physically present at the meeting location.

On **July 29, 2021**, Governor Abbott issued Executive Order 38, that combined several existing COVID-19 executive orders to promote statewide uniformity and certainty in the state's COVID-19 response. Governor Abbott stated that "The new Executive Order emphasizes that the path forward relies on personal responsibility rather than government mandates".

On **August 13, 2021**, TML provided the following information regarding actions taken by governmental entities and the Attorney General in regards to face coverings:

- **Mask Mandate Update:** Tuesday afternoon, two state district court judges in Dallas and Bexar counties granted local authorities in those jurisdictions temporary restraining orders blocking Governor Abbott's ban on mask mandates. In response to the rulings, the City of San Antonio issued a requirement for face coverings inside city facilities, and the Dallas County Judge issued an emergency order on Wednesday related to face coverings. Temporary restraining orders are by definition temporary and require further court proceedings to become permanent. TML will continue to monitor these developments. In related news, Houston's Mayor Sylvester Turner is requiring masks in city facilities when physical distancing is not doable.

Additionally, a number of large school districts ("ISDs") across the state, including Dallas ISD, Houston ISD, Austin ISD, Fort Worth ISD, and San Antonio ISD, are requiring masks on school property.

- **Attorney General Issues Two COVID-related opinions:** On August 11, the Attorney General released two opinions related to mask mandates and vaccines.
    1. In Opinion KP-0379, the Attorney General was asked whether COVID-19 vaccines could be required as a condition to enter a government building. Citing the Governor's Executive Order No. 38 as well as the recently passed S.B. 968, the Attorney General opined that government entities may not require COVID-19 vaccines as a condition to enter a government facility.
    2. In Opinion No. KP-0380, the Attorney General was asked to opine on the effect of the Governor's executive orders on federal requirements related to face coverings on public transit. The AG ultimately opined that he is unconvinced that CDC and TSA rules as well as federal law preempt the Governor's orders prohibiting mask mandates.

Please remember that Attorney General opinion are just that: opinions. They are legal guidance but do not carry the force of law or court order.

- **Counties Across Texas Seeing Rise in COVID-19 Threat Levels:** Over the last few weeks, we have reported on the rise in COVID-19 threat levels in counties and cities across the state. That rise continues, with Travis, Harris, Dallas, and Williamson counties, among others, back at the highest threat levels as the Delta variant spreads across the state and ICU bed availability drops.

On **August 29, 2021**, Governor Abbott issued a proclamation renewing the declaration stating that COVID-19 poses an imminent threat of disease for all counties in Texas.

On **August 25, 2021,** Governor Abbott issued GA-39 (attached), prohibiting governmental entities from compelling an individual to receive a COVID-19 vaccine regardless of full FDA approval, among other things.

The Governor also issued the following call to the Special Session of the Legislature:

> *Legislation regarding whether any State or Local Governmental entities in Texas can mandate that an individual receive a COVID-19 vaccine and, if so, what exemption should apply to such mandate.*

On **October 11, 2021,** Governor Abbott issued GA-40 relating to prohibiting all entities of compelling receipt of a COVID-19 vaccine until the issue has been considered through legislation.

On **February 25, 2022**, the CDC updated its framework on monitoring the level of COVID-19 in communities. The new framework moves beyond just looking at cases and testing positivity to evaluation factors that also include hospitalizations and hospital capacity. These factors combined are used to determine whether COVID-19 and severe disease are low, medium or high in a community. The CDC also updated its recommendations for wearing face coverings and respirators. Recommendations are now connected to the community's current level of COVID-19 and severe disease.

GOVERNOR GREG ABBOTT

August 25, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK
AUG 25 2021
Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

> Executive Order No. GA-39 relating to prohibiting vaccine mandates and vaccine passports subject to legislative action.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
August 25, 2021

EXECUTIVE ORDER
GA 39

Relating to prohibiting vaccine mandates and vaccine passports subject to legislative action.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but have always been voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35 and GA-38, addressing COVID-19 vaccines administered under an "emergency use authorization" by prohibiting vaccine mandates from governmental entities and by prohibiting "vaccine passports" from governmental entities and certain others; and

WHEREAS, subsequently, on August 23, 2021, while the legislature was already convened in a special session, the U.S. Food and Drug Administration (FDA) approved one of the COVID-19 vaccines for certain age groups, such that this vaccine is no longer administered under an emergency use authorization for those age groups; and

WHEREAS, while this COVID-19 vaccine is now FDA-approved for certain age groups, others are not yet approved and still are administered under an emergency use authorization; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, in other contexts where the legislature has imposed immunization requirements, it has also taken care to provide exemptions that allow people to opt out of being forced to take a vaccine; and

WHEREAS, given the legislature's primacy and the need to avoid a patchwork of regulations with respect to vaccinations, it is appropriate to maintain the status quo of

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SECRETARY OF STATE
2pm O'CLOCK

AUG 25 2021

prohibiting vaccine mandates through executive order while allowing the legislature to consider this issue while in session; and

WHEREAS, in this instance, given the legislature's prior actions, maintaining the status quo of prohibiting vaccine mandates and ensuring uniformity pending the legislature's consideration means extending the voluntariness of COVID-19 vaccinations to all COVID-19 vaccinations, regardless of regulatory status; and

WHEREAS, I am also adding this issue to the agenda for the Second Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. No governmental entity can compel any individual to receive a COVID-19 vaccine. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine.

2. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.

3. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine. No consumer may be denied entry to a facility financed in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine.

4. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.

5. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any

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SECRETARY OF STATE
2PM O'CLOCK

AUG 25 2021

other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

This executive order supersedes only paragraph No. 2 of Executive Order GA-38, and does not supersede or otherwise affect the remaining paragraphs of Executive Order GA-38. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 25th day of August, 2021.

GREG ABBOTT
Governor

ATTESTED BY:

JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2pm O'CLOCK

AUG 25 2021

GOVERNOR GREG ABBOTT

July 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15PM O'CLOCK

JUL 29 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

> Executive Order No. GA-38 relating to the continued response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 29, 2021

EXECUTIVE ORDER
GA 38

Relating to the continued response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, from March 2020 through May 2021, I issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health by adjusting social-distancing and other mitigation strategies; and

WHEREAS, combining into one executive order the requirements of several existing COVID-19 executive orders will further promote statewide uniformity and certainty; and

WHEREAS, as the COVID-19 pandemic continues, Texans are strongly encouraged as a matter of personal responsibility to consistently follow good hygiene, social-distancing, and other mitigation practices; and

WHEREAS, receiving a COVID-19 vaccine under an emergency use authorization is always voluntary in Texas and will never be mandated by the government, but it is strongly encouraged for those eligible to receive one; and

WHEREAS, state and local officials should continue to use every reasonable means to make the COVID-19 vaccine available for any eligible person who chooses to receive one; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting … the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders … hav[ing] the force and effect of law;" and

WHEREAS, under Section 418.016(a), the "governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business … if strict compliance with the provisions … would in any way prevent, hinder, or delay necessary action in coping with a disaster;" and

WHEREAS, under Section 418.018(c), the "governor may control ingress and egress to

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SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

and from a disaster area and the movement of persons and the occupancy of premises in the area;" and

WHEREAS, under Section 418.173, the legislature authorized as "an offense," punishable by a fine up to $1,000, any "failure to comply with the [state emergency management plan] or with a rule, order, or ordinance adopted under the plan;"

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. To ensure the continued availability of timely information about COVID-19 testing and hospital bed capacity that is crucial to efforts to cope with the COVID-19 disaster, the following requirements apply:

    a. All hospitals licensed under Chapter 241 of the Texas Health and Safety Code, and all Texas state-run hospitals, except for psychiatric hospitals, shall submit to the Texas Department of State Health Services (DSHS) daily reports of hospital bed capacity, in the manner prescribed by DSHS. DSHS shall promptly share this information with the Centers for Disease Control and Prevention (CDC).
    b. Every public or private entity that is utilizing an FDA-approved test, including an emergency use authorization test, for human diagnostic purposes of COVID-19, shall submit to DSHS, as well as to the local health department, daily reports of all test results, both positive and negative. DSHS shall promptly share this information with the CDC.

2. To ensure that vaccines continue to be voluntary for all Texans and that Texans' private COVID-19-related health information continues to enjoy protection against compelled disclosure, in addition to new laws enacted by the legislature against so-called "vaccine passports," the following requirements apply:

    a. No governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization.
    b. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
    c. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. No consumer may be denied entry to a facility financed

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization.

d. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.

e. This paragraph number 2 shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

3. To ensure the ability of Texans to preserve livelihoods while protecting lives, the following requirements apply:

   a. There are no COVID-19-related operating limits for any business or other establishment.

   b. In areas where the COVID-19 transmission rate is high, individuals are encouraged to follow the safe practices they have already mastered, such as wearing face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household, but no person may be required by any jurisdiction to wear or to mandate the wearing of a face covering.

   c. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) is strongly encouraged to use good-faith efforts and available resources to follow the Texas Department of State Health Services (DSHS) health recommendations, found at www.dshs.texas.gov/coronavirus.

   d. Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow guidance from the Texas Health and Human Services Commission (HHSC) regarding visitations, and should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.

   e. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency. Private schools and institutions of higher education are encouraged to establish similar standards.

   f. County and municipal jails should follow guidance from the Texas Commission on Jail Standards regarding visitations.

   g. As stated above, business activities and legal proceedings are free to proceed without COVID-19-related limitations imposed by local governmental entities or officials. This paragraph number 3 supersedes any conflicting local order in response to the COVID-19 disaster, and all relevant laws are suspended to the extent necessary to preclude any such inconsistent local orders. Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any conflicting or inconsistent limitation by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to $1,000.

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

4. To further ensure that no governmental entity can mandate masks, the following requirements shall continue to apply:

   a. No governmental entity, including a county, city, school district, and public health authority, and no governmental official may require any person to wear a face covering or to mandate that another person wear a face covering; *provided, however, that*:
      i. state supported living centers, government-owned hospitals, and government-operated hospitals may continue to use appropriate policies regarding the wearing of face coverings; and
      ii. the Texas Department of Criminal Justice, the Texas Juvenile Justice Department, and any county and municipal jails acting consistent with guidance by the Texas Commission on Jail Standards may continue to use appropriate policies regarding the wearing of face coverings.

   b. This paragraph number 4 shall supersede any face-covering requirement imposed by any local governmental entity or official, except as explicitly provided in subparagraph number 4.a. To the extent necessary to ensure that local governmental entities or officials do not impose any such face-covering requirements, I hereby suspend the following:

      i. Sections 418.1015(b) and 418.108 of the Texas Government Code;

      ii. Chapter 81, Subchapter E of the Texas Health and Safety Code;

      iii. Chapters 121, 122, and 341 of the Texas Health and Safety Code;

      iv. Chapter 54 of the Texas Local Government Code; and

      v. Any other statute invoked by any local governmental entity or official in support of a face-covering requirement.

      Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any such face-covering requirement by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to $1,000.

   c. Even though face coverings cannot be mandated by any governmental entity, that does not prevent individuals from wearing one if they choose.

5. To further ensure uniformity statewide:

   a. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order or allows gatherings restricted by this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the

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SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

b. Confinement in jail is not an available penalty for violating this executive order. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes all pre-existing COVID-19-related executive orders and rescinds them in their entirety, except that it does not supersede or rescind Executive Orders GA-13 or GA-37. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 29th day of July, 2021.

GREG ABBOTT
Governor

ATTESTED BY:

JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

GOVERNOR GREG ABBOTT

August 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30pm O'CLOCK

AUG 29 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Mr. Deputy Secretary:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

> A proclamation renewing the declaration stating the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in Texas.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have issued proclamations renewing the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, a state of disaster continues to exist in all counties due to COVID-19;

NOW, THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation for all counties in Texas.

Pursuant to Section 418.017, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to cope with this declared disaster, I hereby suspend such statutes and rules for the duration of this declared disaster for that limited purpose.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.

IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 29th day of August, 2021.

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30PM O'CLOCK

AUG 29 2021

ATTESTED BY:

JOE ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30pm O'CLOCK

AUG 29 2021

GOVERNOR GREG ABBOTT

October 11, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30pm O'CLOCK

OCT 11 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

> Executive Order No. GA-40 relating to prohibiting vaccine mandates, subject to legislative action.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 11, 2021

EXECUTIVE ORDER
GA 40

Relating to prohibiting vaccine mandates, subject to legislative action.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but must always be voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35, GA-38, and GA-39 to prohibit governmental entities and certain others from imposing COVID-19 vaccine mandates or requiring vaccine passports; and

WHEREAS, in yet another instance of federal overreach, the Biden Administration is now bullying many private entities into imposing COVID-19 vaccine mandates, causing workforce disruptions that threaten Texas's continued recovery from the COVID-19 disaster; and

WHEREAS, countless Texans fear losing their livelihoods because they object to receiving a COVID-19 vaccination for reasons of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, the legislature has taken care to provide exemptions that allow people to opt out of being forced to take a vaccine for reasons of conscience or medical reasons; and

WHEREAS, I am adding this issue to the agenda for the Third Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30pm O'CLOCK

OCT 11 2021

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. No entity in Texas can compel receipt of a COVID-19 vaccine by any individual, including an employee or a consumer, who objects to such vaccination for any reason of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19. I hereby suspend all relevant statutes to the extent necessary to enforce this prohibition.

2. The maximum fine allowed under Section 418.173 of the Texas Government Code and the State's emergency management plan shall apply to any "failure to comply with" this executive order. Confinement in jail is not an available penalty for violating this executive order.

3. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

This executive order does not supersede Executive Orders GA-13, GA-37, GA-38, or GA-39. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 11th
day of October, 2021.

Greg Abbott

GREG ABBOTT
Governor

ATTESTED BY:

JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30pm O'CLOCK

OCT 11 2021

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on application ZC-22-13 by Srinivasa Prasad Kunche on behalf of CAM-TX Holdings, LLC, and discussion and/or action to consider Ordinance 2022-14 for a **Zoning Change** from *CHB Heavy Business District* to *RHD Residential High Density District* on Lot 2, Block 1, Moso Subdivision, consisting of 0.613 acres located at 1203 Blackjack Street (FM 20).

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: A multifamily residential development is proposed for the subject property and 1201 Blackjack to the east. As the subject property is zoned CHB Commercial Heavy Business, this use is not allowed on the site. To make multifamily development permitted, the applicant has requested a zoning change to RHD Residential High Density. The proposed RHD zoning classification is not consistent with the Medium Density Residential future land use that is designated for the subject lot and the lots to its immediate north, east, and west. However, the proposed RHD zoning would match the current zoning of the properties to the immediate north and west. At the Planning and Zoning Commission public hearing, no citizens spoke regarding the proposed zoning change.

PROJECT SCHEDULE (if applicable): Not applicable.

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable): Not applicable.

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: At their April 27th meeting, the Planning and Zoning Commission voted unanimously to recommend APPROVAL.

STAFF RECOMMENDATION/REQUESTED MOTION: APPROVE Ordinance 2022-14 rezoning 1203 Blackjack Street from CHB to RHD.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

LIST OF SUPPORTING DOCUMENTS: zc2213 ordinance, ZC2213 case map, ZC2213 zoning, ZC2213 future landuse, ZC2213 aerial, zc2213 staff report-cc version, ZC2213 application

ORDINANCE 2022-14

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS, LOT 2 BLOCK 1, MOSO SUBDIVISION, CONSISTING OF 0.613-ACRES LOCATED AT 1203 BLACKJACK STREET, FROM CHB COMMERCIAL HEAVY BUSINESS DISTRICT TO RHD RESIDENTIAL HIGH DENSITY DISTRICT.

WHEREAS, on April 27, 2022, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

WHEREAS, the City Council desires to amend the zoning map as provided in Section 64-128 of the Code of Ordinances; and,

WHEREAS, a public hearing was held in conformance with applicable law;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

I. The foregoing recitals are approved and adopted herein for all purposes.

II. The above-referenced property described in Zoning Change request ZC-22-13 as Lot 2, Block 1, Moso Subdivision, consisting of 0.613-acre located at 1203 Blackjack Street, will be reclassified from CHB Commercial Heavy Business District to RHD Residential High Density District.

III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

IV. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

V. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.

VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 3rd DAY OF MAY 2022.

CITY OF LOCKHART

_____

Lew White, Mayor

ATTEST:

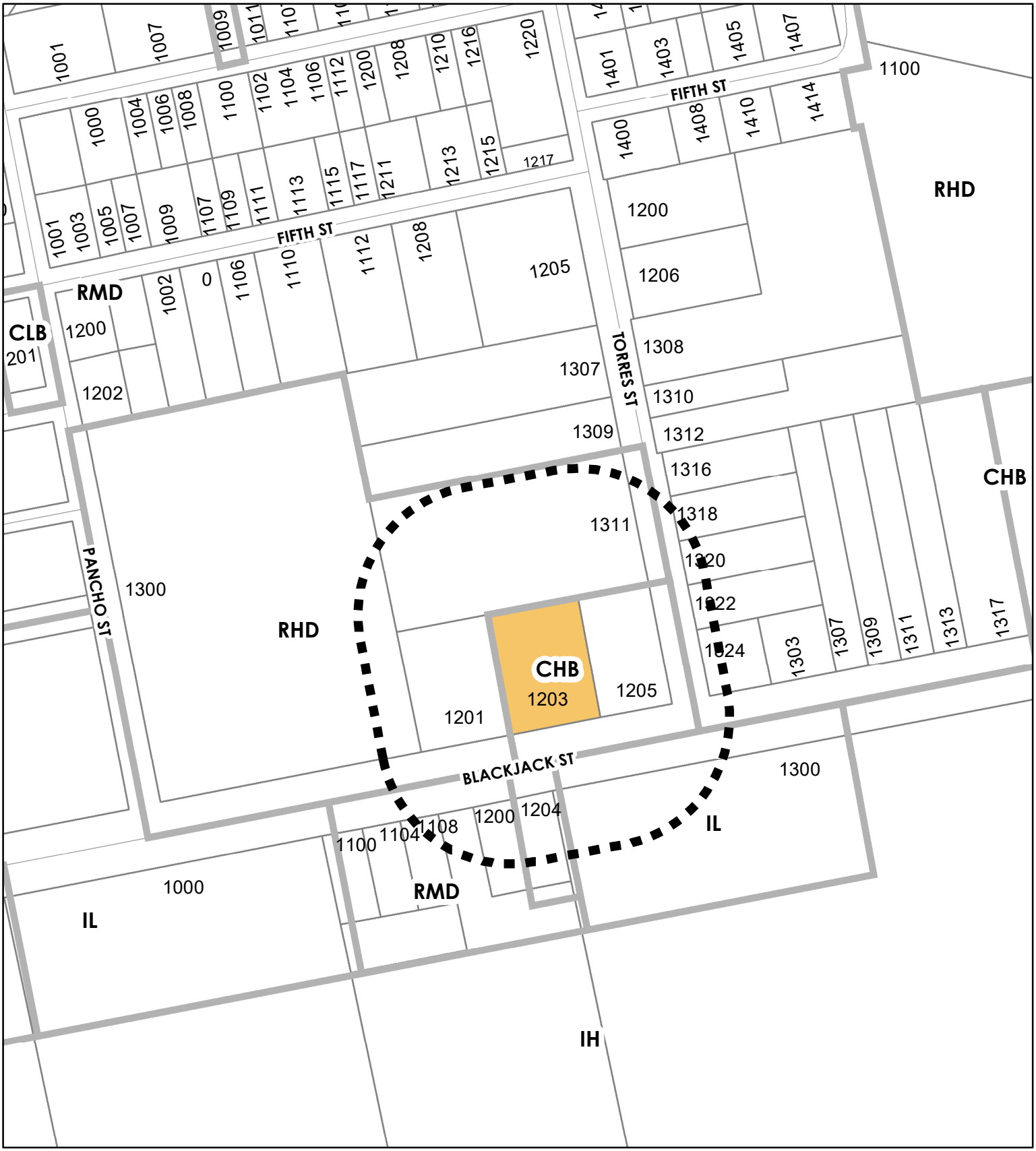
APPROVED AS TO FORM:

_____

Connie Constancio, TRMC, City Secretary

_____

Monte Akers, City Attorney



ZC-22-13

CHB TO RHD

1203 BLACKJACK ST

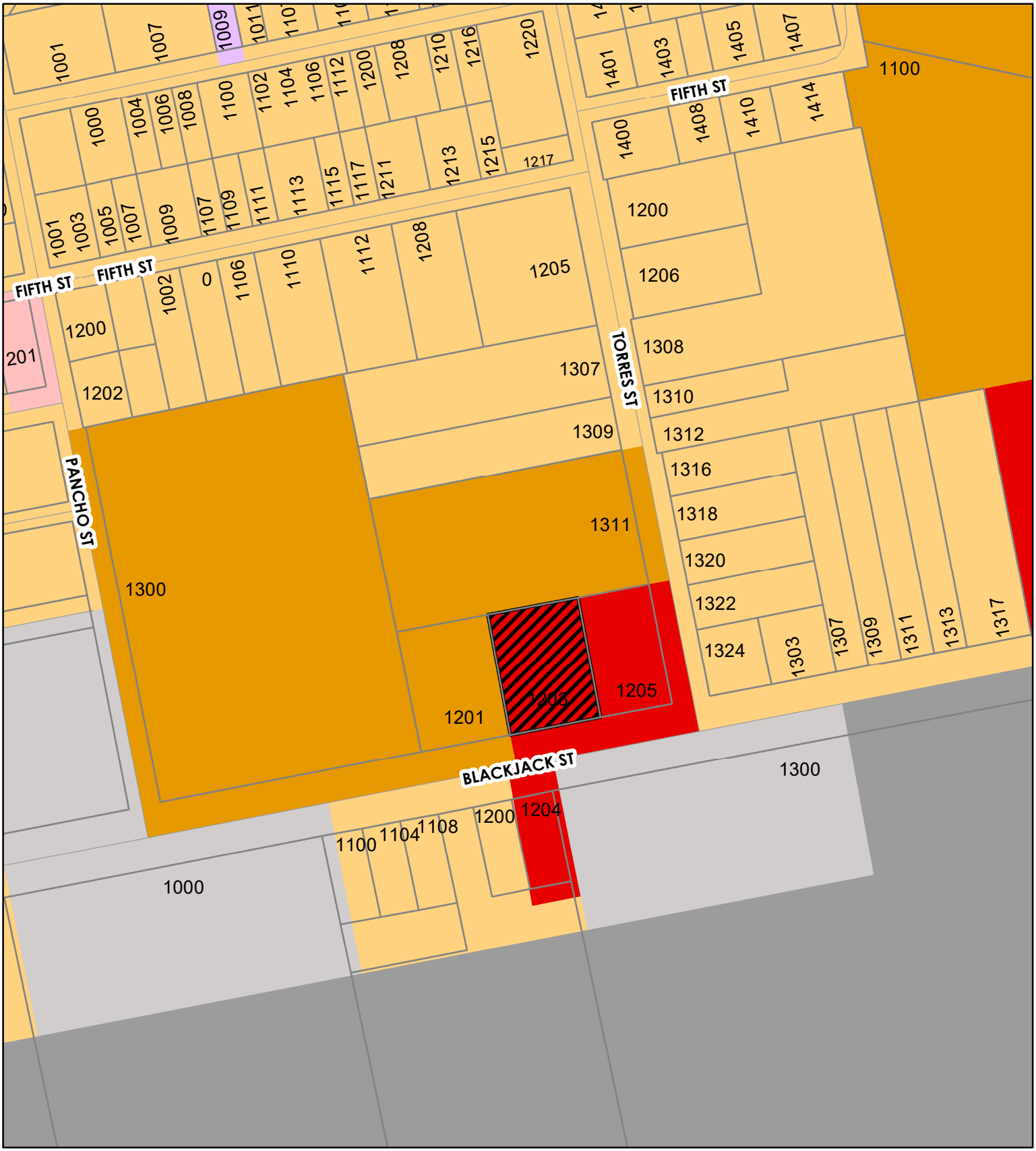
N

scale 1" = 200'

SUBJECT PROPERTY

ZONING BOUNDARY

200 FT BUFFER



ZC-22-13

CHB TO RHD

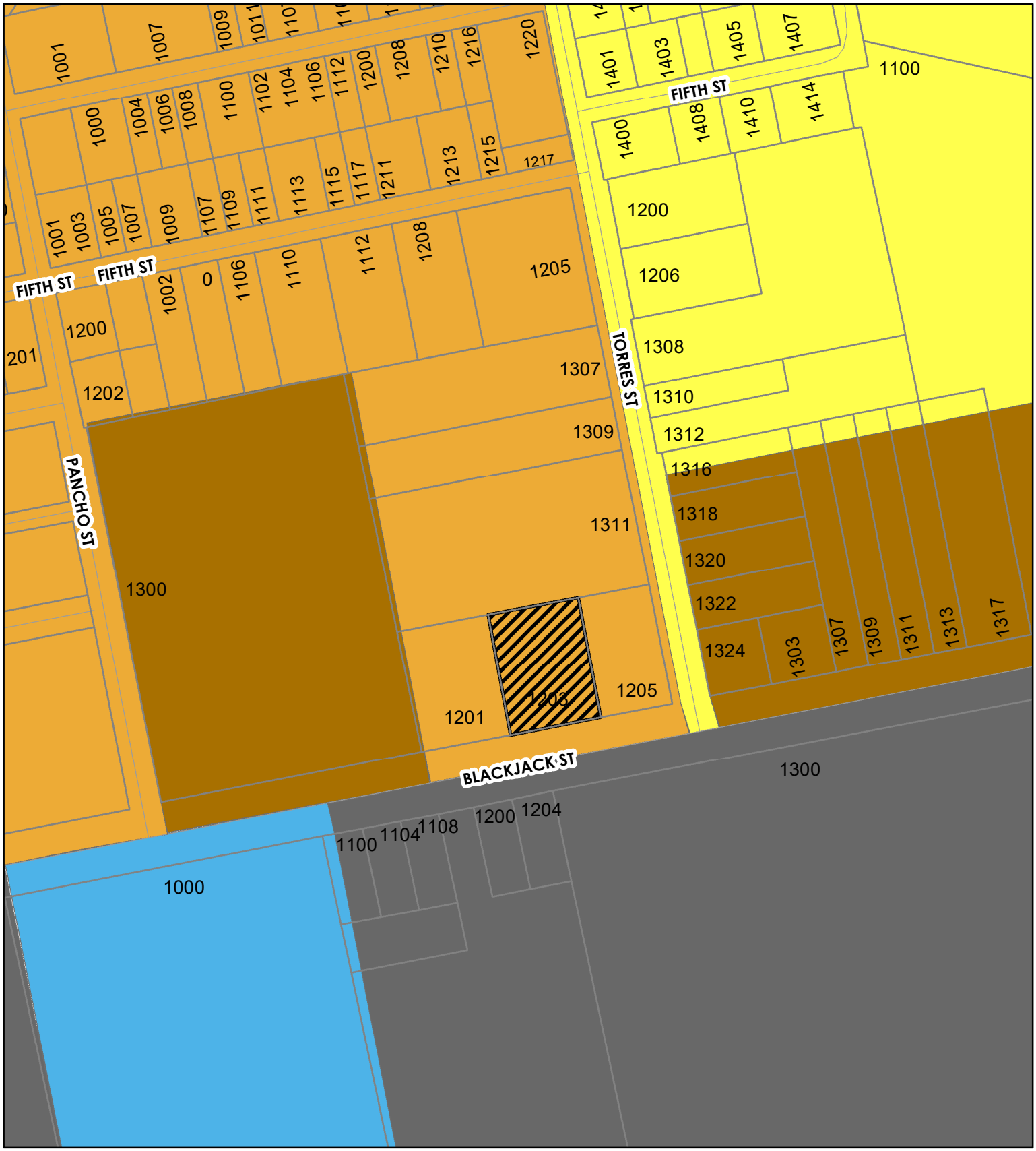
1203 BLACKJACK ST

N

scale 1" = 200'

ZONING DISTRICTS

- COMMERCIAL HEAVY BUSINESS
- COMMERCIAL LIGHT BUSINESS
- INDUSTRIAL HEAVY
- INDUSTRIAL LIGHT
- MANUFACTURED HOME
- RESIDENTIAL HIGH DENSITY
- RESIDENTIAL MEDIUM DENSITY



FUTURE LANDUSE

CHB TO RHD

1203 BLACKJACK ST

N

scale 1" = 200'

- INDUSTRY
- PUBLIC AND INSTITUTIONAL
- RESIDENTIAL, HIGH DENSITY
- RESIDENTIAL, LOW DENSITY
- RESIDENTIAL, MEDIUM DENSITY

FOURTH ST
FIFTH ST
CHIHUAHUA ST
RUDDY ST
PANCHO ST
SHERWOOD ST
TEAL ST (not open)
TORRES ST
BLACKJACK ST
N
0
200
400 Feet

PLANNING DEPARTMENT REPORT ZONING CHANGE

CASE SUMMARY

STAFF: David Fowler, Senior Planner CASE NUMBER: ZC-22-13
REPORT DATE: April 28, 2022
PLANNING AND ZONING COMMISSION HEARING DATE: April 27, 2022
CITY COUNCIL HEARING DATE: May 3, 2022
REQUESTED CHANGE: CHB to RHD
STAFF RECOMMENDATION: ***Approval***
PLANNING AND ZONING COMMISSION RECOMMENDATION: ***Approval***

BACKGROUND DATA

APPLICANT: Srinivasa Prasad Kunche
OWNER: Cam-TX Holdings, LLC
SITE LOCATION: 1203 Blackjack Street. (FM 20)
LEGAL DESCRIPTION: Lot 2, Block 1, Moso Subdivision
SIZE OF PROPERTY: 0.613 acres
EXISTING USE OF PROPERTY: Vacant land
LAND USE PLAN DESIGNATION: *Medium Density Residential*

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE: The applicant has stated an intent to build multifamily residential on this property as well as 1201 Blackjack Street, located immediately to the west. This use is not permitted in the property's existing CHB zoning.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Single-family residential	RHD	*Medium Density Residential*
East	Commercial business in converted residence,	CHB	*Medium Density Residential*
South	Light Industrial, Triplex residential, Single-family residential	LI, CHB, RMD	*Industry*
West	Vacant land, Multifamily residential	RHD	*High Density Residential*

TRANSITION OF ZONING DISTRICTS: The abutting properties to the north and west both have the RHD zoning requested for this property. 1201 Blackjack immediately to the west was rezoned from CHB to RHD on January 18, 2022. The CHB-zoned property adjacent to the east is considered to be of similar intensity as the proposed RHD zoning. The area across Blackjack Street transitions from Light Industrial southeast of the site to residential southwest of the site, including a triplex property that is nonconforming in its CHB zoning district.

ADEQUACY OF INFRASTRUCTURE: Vehicular access will be available from Blackjack Street. Water is available through a 12-inch line located across Blackjack Street. A 21-inch wastewater line is located in the right-of-way along the site's Blackjack Street frontage.

POTENTIAL NEIGHBORHOOD IMPACT: The surrounding area is mostly a mix of single-family and multi-family housing, with the exception of the commercial business directly to the east and the Serta Factory located across Blackjack Street, southeast of the subject property.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RHD zoning classification is not consistent with the *Medium Density Residential* future land use designation, but the subject property is located in an area that has a mix of Medium and High Density Residential Future Land Use Map designations north of Blackjack Street adjacent to the site. The specific Future Land Use Plan map designation in the area seems to vary on a parcel-by-parcel basis. Therefore, the proposed RHD zoning classification represents an acceptable deviation in terms of land use intensity.

ALTERNATIVE CLASSIFICATIONS: The zoning classification that would be most consistent with the land use plan map is RMD but applying that zoning would make the property inconsistent with surrounding properties.

RESPONSE TO NOTIFICATION: None as of the date of this report.

STAFF RECOMMENDATION: Approval.

CITY OF Lockhart

ZONING CHANGE APPLICATION

(512) 398-3461 • FAX (512) 398-3833
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

APPLICANT/OWNER

APPLICANT NAME SRINIVASA PRASAD KUNCHE

ADDRESS 1203 Blackjack Street
LOCKHART, TX

DAY-TIME TELEPHONE 2035460344

E-MAIL SPKUNCHE@GMAIL.COM

OWNER NAME CAM-TX HOLDINGS LLC

ADDRESS 3541 MAYFIELD RANCH BLVD, UNIT 505
ROUND ROCK, TX 78681

DAY-TIME TELEPHONE 2035460344

E-MAIL camtxholdingsllc@gmail.com
SPKUNCHE@GMAI-COM

PROPERTY

ADDRESS OR GENERAL LOCATION 1203 Blackjack Street, LockHart TX

LEGAL DESCRIPTION (IF PLATTED) Lot 2, Block 1, Moso Subdivision

SIZE 0.613 ACRE(S) LAND USE PLAN DESIGNATION Medium-Density Res.

EXISTING USE OF LAND AND/OR BUILDING(S) Commercial

PROPOSED NEW USE, IF ANY Residencial

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION CHB Commercial Heavy Business District

TO PROPOSED ZONING CLASSIFICATION RHD Residential High Density District

REASON FOR REQUEST PROCONIG TO DO MULTIFAMILY HOMES ON 1201 & 1203 BLACKJACK ST.

SUBMITTAL REQUIREMENTS

IF THE APPLICANT IS NOT THE OWNER, A LETTER SIGNED AND DATED BY THE OWNER CERTIFYING THEIR OWNERSHIP OF THE PROPERTY AND AUTHORIZING THE APPLICANT TO REPRESENT THE PERSON, ORGANIZATION, OR BUSINESS THAT OWNS THE PROPERTY.

NAME(S) AND ADDRESS(ES) OF PROPERTY LIEN-HOLDER(S), IF ANY.

IF NOT PLATTED, A METES AND BOUNDS LEGAL DESCRIPTION OF THE PROPERTY.

APPLICATION FEE OF $ 150.00 PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

1/4 acre or less	$125
Between 1/4 and one acre	$150
One acre or greater	$170 plus $20.00 per each acre over one acre

TO THE BEST OF MY KNOWLEDGE, THIS APPLICATION AND ASSOCIATED DOCUMENTS ARE COMPLETE AND CORRECT, AND IT IS UNDERSTOOD THAT I OR ANOTHER REPRESENTATIVE SHOULD BE PRESENT AT ALL PUBLIC MEETINGS CONCERNING THIS APPLICATION.

SIGNATURE K. Srinivasa Prasad DATE 03/20/2022

OFFICE USE ONLY

ACCEPTED BY Kevin Walker RECEIPT NUMBER R01146345

DATE SUBMITTED 4/4/22 CASE NUMBER ZC - 22 - 13

DATE NOTICES MAILED 4-8-2022 DATE NOTICE PUBLISHED 4-14-2022

PLANNING AND ZONING COMMISSION MEETING DATE 4/27/22

PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE 5-3-2022

DECISION _____

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on application ZC-22-14 by Rosario Rodriguez, and discussion and/or action to consider Ordinance 2022-15 for a **Zoning Change** from *AO Agricultural-Open Space District* to *RMD Residential Medium Denisty District* on 5.001 acres out of the Esther Berry Survey, A-1, located at 2011 FM 1322.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The applicant proposes to locate a manufactured home on the subject property. This use is not permitted in the subject parcel's AO Agricultural-Open Space Zoning District. In order to facilitate the location of the manufactured home on the property, the applicant has submitted for a rezoning to RMD Residential Medium Density zoning. If the RMD rezoning were approved, a Specific Use Permit (SUP) would still be required prior to the manufactured home being permitted on the subject parcel. The subject parcel is 5.001 acres in size, and is designed as a family parcel for use of relatives of the owners of the larger 43.3-acre parent tract. The rest of the parent tract is zoned AO, as is most of the surrounding area within the city limits. Most of the immediate area is rural in character, but the Summerside residential subdivision will eventually build to FM 1322 on the parcel south of the parent tract. The proposed RMD zoning is consistent with the property's Medium Density Residential Comprehensive Land Use Plan map designation. So far, there has been no public opposition to the proposed zoning change.

PROJECT SCHEDULE (if applicable): Not applicable.

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable): Not applicable.

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: At their April 27th meeting, the Planning and Zoning Commission voted unanimously to recommend APPROVAL.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: APPROVE Ordinance 2022-15 rezoning 2011 FM 1322 from AO to RMD.

LIST OF SUPPORTING DOCUMENTS: zc2214 ordinance, ZC2214 exhibit A, ZC2214 case map, ZC2214 zoning, ZC2214 future landuse, ZC2214 aerial, zc2213 staff report-cc version, ZC2214 application

ORDINANCE 2022-15

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 5.001 ACRES IN THE ESTHER BERRY SURVEY A-1, LOCATED AT 2011 FM 1322 FROM AO AGRICULTURAL-OPEN SPACE DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT.

WHEREAS, on April 27, 2022, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

WHEREAS, the City Council desires to amend the zoning map as provided in Section 64-128 of the Code of Ordinances; and,

WHEREAS, a public hearing was held in conformance with applicable law;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

I. The foregoing recitals are approved and adopted herein for all purposes.

II. The above-referenced property described in Zoning Change request ZC-22-14 as 5.001 acres in the Esther Berry Survey A-1, more particularly described in Exhibit "A" and located at 2011 FM 1322, will be reclassified from AO, Agricultural-Open Space District to RMD Residential Medium Density District.

III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

IV. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

V. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.

VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 3rd DAY OF MAY, 2022.

CITY OF LOCKHART

_____

Lew White, Mayor

ATTEST:

_____

Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:

_____

Monte Akers, City Attorney

HINKLE SURVEYORS

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the Esther Berry Survey A-1 and being also a part of a tract of land called 53.302 acres and conveyed to Rosario Rodriguez et ux by deed recorded in Volume 449 Page 128 of the Official Public Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING *at a capped iron pin found stamped HINKLE SURVEYORS used for basis of bearing in the NE line of the above mentioned 53.302 acre tract and the SW line of F.M. #1322 and the East corner of a tract of land called 5.001 acres and conveyed to Ricardo Rodriguez by deed recorded in Instrument #2020-000028 of the said Official Public Records for the most Easterly North corner this tract.*

THENCE *with a curve turning to the left having a radius of* **11499.10 feet** *and having an arc length of* **161.63 feet** *and the chord of which bears* **S 30°31'45" E 161.63 feet** *to a calculated point for the East corner this tract.*

THENCE *over and across the said 53.302 are tract for the following three (3) courses:*
(1) S 70°20'25" W 448.51 feet *to a calculated point for an angle point this tract.*
(2) S 59°12'53" W 847.12 feet *to a calculated point for the South corner this tract.*
(3) N 30°47'07" W 323.04 feet *to a calculated point in the NW line of the said 53.302 acre tract and the apparent SE line of a tract of land called 117.402 acres and conveyed to Wal-Mart Stores Texas, LP by deed recorded in Volume 483 Page 379 of the said Official Public Records for the West corner this tract.*

THENCE N 59°12'53" E *with the NW line of the said 53.302 acre tract and the apparent SE line of the said 117.402 acre tract* **411.87 feet** *to a capped iron pin found stamped HINKLE SURVEYORS in the apparent West corner of the said 5.001 acre tract for the most Westerly North corner this tract.*

THENCE S 30°47'07" E *with the SW line of the said 5.001 acre tract and entering the said 53.302 acre tract* **247.96 feet** *to a capped iron pin found stamped HINKLE SURVEYORS used for basis of bearing in the South corner of the said 5.001 acre tract for an ell corner this tract.*

THENCE N 59°12'53" E *with the SE line of the said 5.001 acre tract* **876.05 feet** *to the place of beginning containing* **5.001 acres** *of land more or less.*

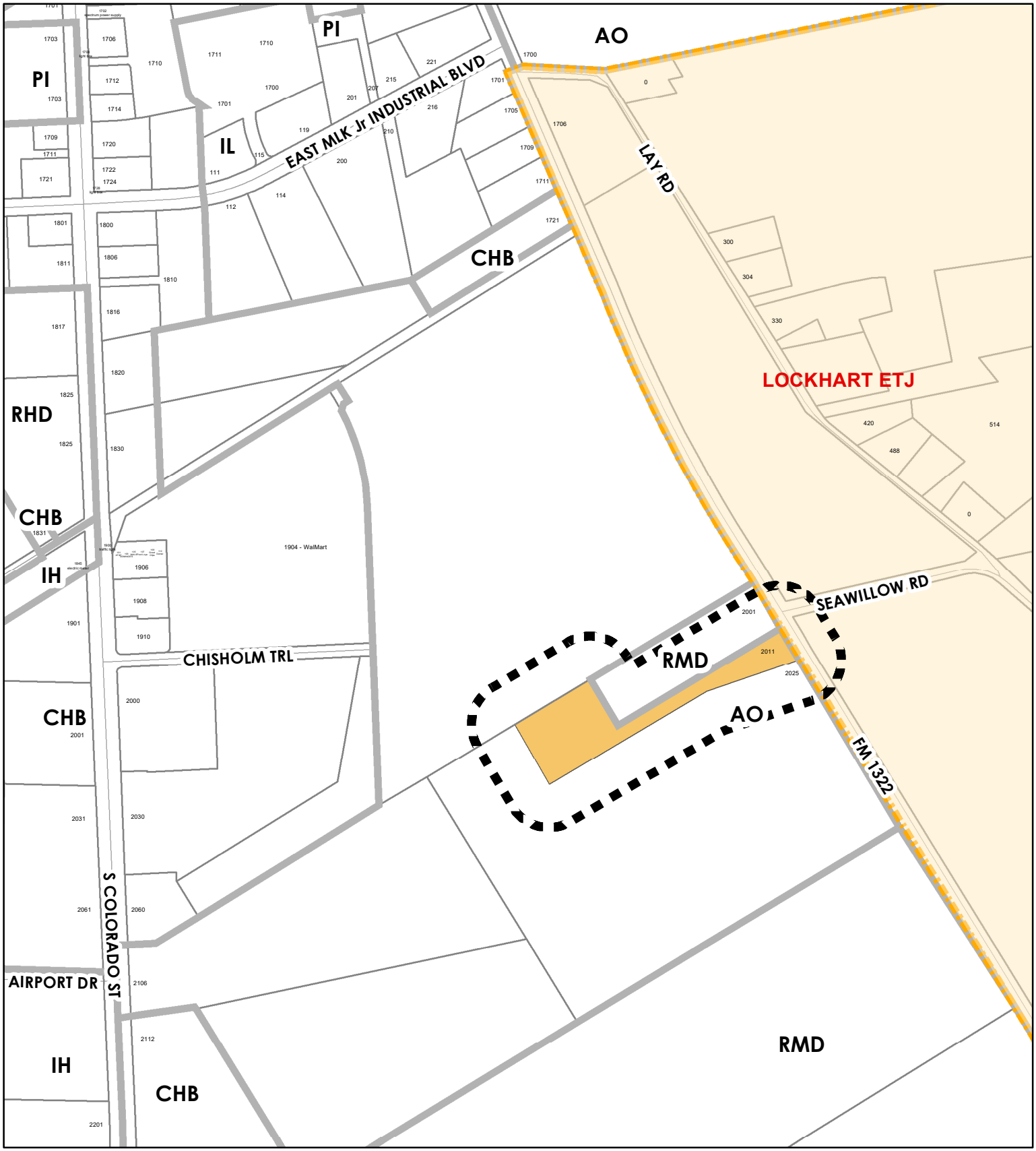
I do hereby certify that foregoing plat is a true and correct representation of a tract created for rezoning purposes only and is not intended to be used for fee simple conveyance under my direct supervision on April 6, 2022. This description created this date shall not be used to convey title nor transfer ownership as the survey shown is not in compliance with TBPLS rules to be used for such purpose. ***THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.*** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.

STATE OF TEXAS REGISTERED JERRY L. HINKLE 5459 PROFESSIONAL LAND SURVEYOR

Jerry L. Hinkle, R.P.L.S. #5459

©Hinkle Surveyors 2022 Firm Registration No. 100866-00

P.O. BOX 1027 LOCKHART, TEXAS 78644 PHONE (512) 398-2000
FAX (512) 398-7683 EMAIL: CONTACT@HINKLESURVEYORS.COM



ZC-22-14

AO TO RMD

2011 FM 1322

N

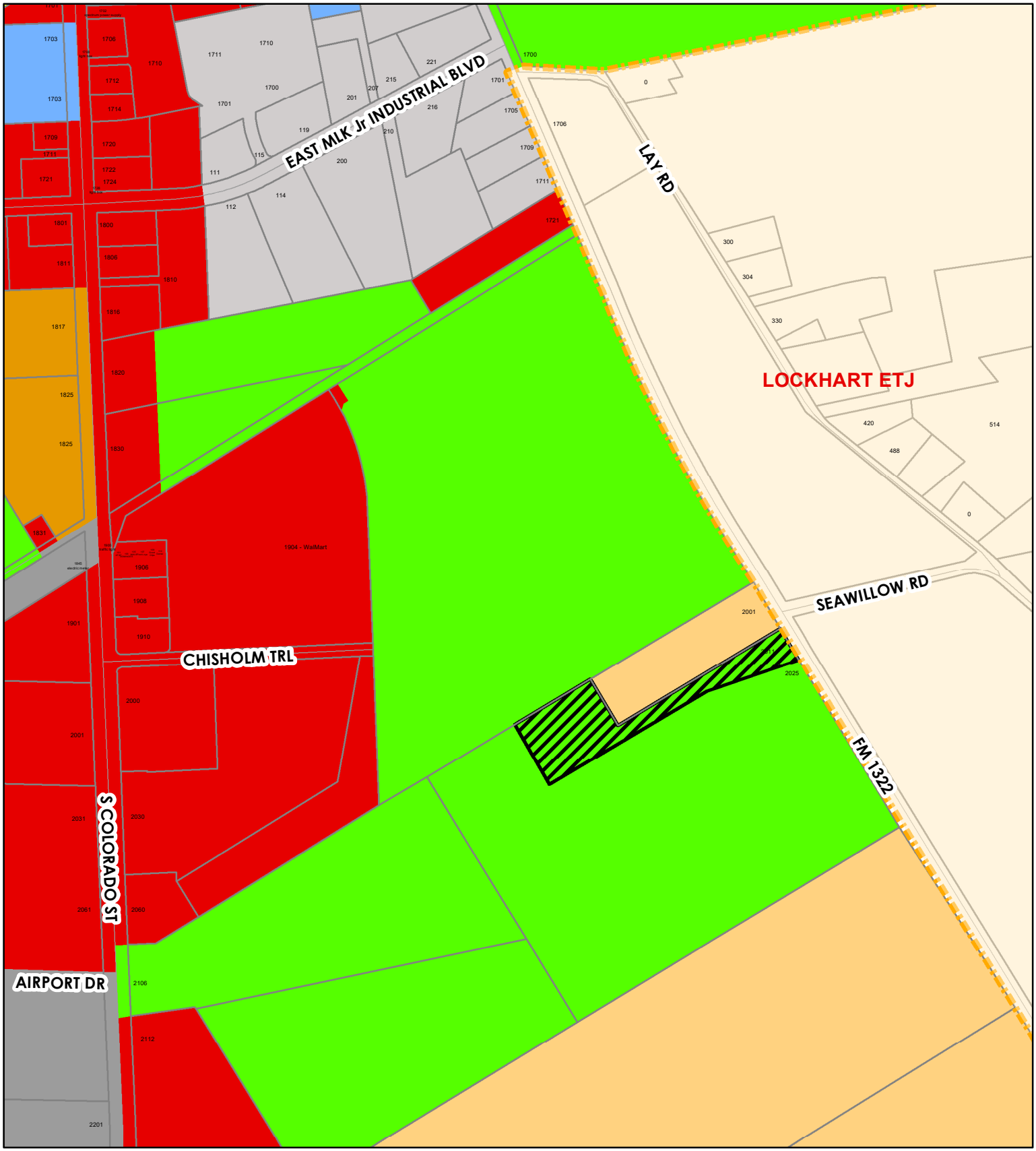
scale 1" = 600'

SUBJECT PROPERTY

ZONING BOUNDARY

CITY LIMITS

200 FT BUFFER



ZC-22-14

AO TO RMD

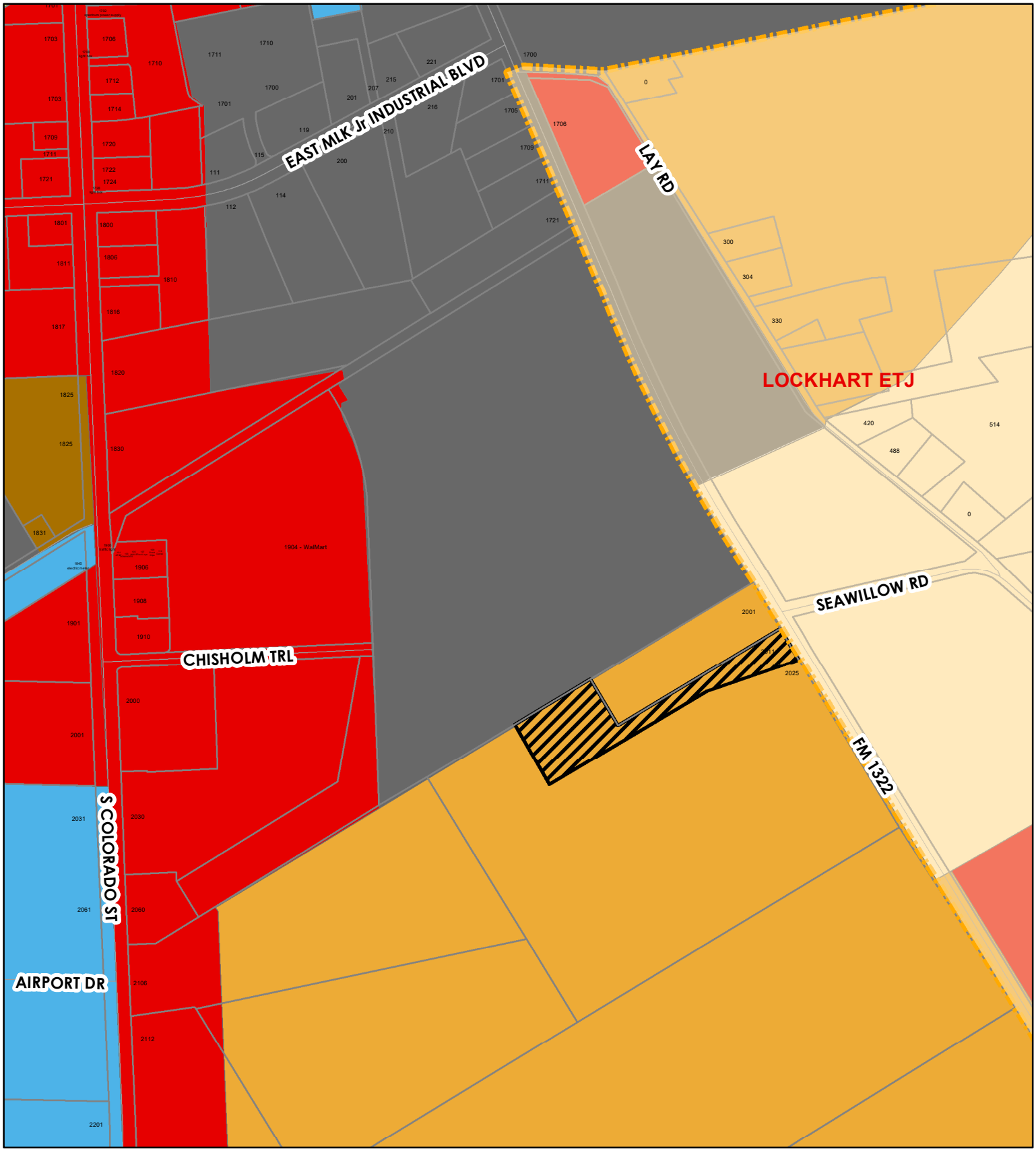
2011 FM 1322

N

scale 1" = 600'

ZONING DISTRICTS

- AGRICULTURAL-OPEN SPACE
- COMMERCIAL HEAVY BUSINESS
- INDUSTRIAL HEAVY
- INDUSTRIAL LIGHT
- PUBLIC AND INSTITUTIONAL
- RESIDENTIAL HIGH DENSITY
- RESIDENTIAL LOW DENSITY
- RESIDENTIAL MEDIUM DENSITY



FUTURE LANDUSE

AO TO RMD

2011 FM 1322

N

scale 1" = 600'

- AGRICULTURE/RURAL DEVELOPMENT
- GENERAL-HEAVY COMMERCIAL
- INDUSTRY
- PUBLIC AND INSTITUTIONAL
- RESIDENTIAL, HIGH DENSITY
- RESIDENTIAL, LOW DENSITY
- RESIDENTIAL, MEDIUM DENSITY

EAST MLK Jr INDUSTRIAL BLVD
LAY RD
SEAWILLOW RD
FM 1322
CHISHOLM TRL
S COLORADO ST
AIRPORT DR
Abandoned
1904 - WalMart
N
0
600
1,200 Feet

PLANNING DEPARTMENT REPORT ZONING CHANGE

CASE SUMMARY

STAFF: David Fowler, Senior Planner CASE NUMBER: ZC-22-14
REPORT DATE: April 20, 2022
PLANNING AND ZONING COMMISSION HEARING DATE: April 27, 2022
CITY COUNCIL HEARING DATE: May 3, 2022
REQUESTED CHANGE: AO to RMD
STAFF RECOMMENDATION: ***Approval***
PLANNING AND ZONING COMMISSION RECOMMENDATION: ***Approval***

BACKGROUND DATA

APPLICANT: Rosario Rodriguez
OWNER: Same
SITE LOCATION: 2011 FM 1322
LEGAL DESCRIPTION: Metes and bounds
SIZE OF PROPERTY: 5.001 acres
EXISTING USE OF PROPERTY: Vacant land
LAND USE PLAN DESIGNATION: *Medium Density Residential*

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE: The applicant has stated that they would like to locate a manufactured home on the subject property. The RMD zoning district was chosen, as it would facilitate the manufactured home if both this rezoning and a required Specific Use Permit (SUP) were approved.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Manufactured Home, Vacant land	RMD, AO	*Medium Density Residential, Industry*
East	Vacant land, one single-family dwelling	ETJ	*Agriculture/Rural Development*
South	Vacant land, Single-family dwellings	AO	*Medium Density Residential*
West	Vacant land	AO	*Industry, Medium Density Residential*

TRANSITION OF ZONING DISTRICTS: There is another lot with an existing manufactured home to the north of the subject parcel. Like the subject lot, it was created as a lot for family members of the owners of the main tract. This lot and the lot to the north are both over 5 acres in area to avoid subdivision platting requirements. After the creation of the two five-acre lots, there are 43.3 acres remaining on the parent tract from which the subject lot and the five-acre lot to the north were divided by deed. Other than the manufactured home on the lot to the north, there is a single-family home on the parent tract. The remainder of the surrounding area is largely vacant other than a few scattered single-family structures on large agricultural lots.

ADEQUACY OF INFRASTRUCTURE: Vehicular access will be available from FM 1322. Water is available from a 12-inch line in the FM 1322 right-of-way, but there is currently no sanitary sewer in the area. It is expected that this site would be served by an on-site septic system.

POTENTIAL NEIGHBORHOOD IMPACT: The surrounding area is currently rural in nature, with sparse development. The property to the south of the parent tract is the site of future phases of the Summerside subdivision. Other than this development, there is one other residential development proposed in south of the subject parcel on the east side of FM 1322.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RMD zoning classification is consistent with the *Medium Density Residential* future land use designation on the Land Use Plan map.

ALTERNATIVE CLASSIFICATIONS: None.

RESPONSE TO NOTIFICATION: A neighboring family member of the applicant spoke in favor of the proposed rezoning at the April 27, 2022 Planning and Zoning Commission meeting.

STAFF RECOMMENDATION: Approval.

CITY OF
Lockhart
TEXAS

ZONING CHANGE APPLICATION

(512) 398-3461 • FAX (512) 398-3833
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

APPLICANT/OWNER

APPLICANT NAME Rosario Rodriguez
DAY-TIME TELEPHONE 512-785-9095
E-MAIL vrod.henk@gmail.com
ADDRESS 2025 FM 1322
Lockhart TX 78644

OWNER NAME Rosario Rodriguez
DAY-TIME TELEPHONE 512-785-9095
E-MAIL vrod.henk@gmail.com
ADDRESS 2025 FM 1322
Lockhart TX 78644

PROPERTY

ADDRESS OR GENERAL LOCATION 2000 Block F.M. 1322
LEGAL DESCRIPTION (IF PLATTED) Metes & Bounds
SIZE 5.001 ACRE(S)
LAND USE PLAN DESIGNATION Medium Density Residential
EXISTING USE OF LAND AND/OR BUILDING(S) Agriculture
PROPOSED NEW USE, IF ANY Manufactured home

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION AO
TO PROPOSED ZONING CLASSIFICATION RMD
REASON FOR REQUEST Rezone to a classification that allows a manufactured home (upon approval of a Specific Use Permit).

SUBMITTAL REQUIREMENTS

IF THE APPLICANT IS NOT THE OWNER, A LETTER SIGNED AND DATED BY THE OWNER CERTIFYING THEIR OWNERSHIP OF THE PROPERTY AND AUTHORIZING THE APPLICANT TO REPRESENT THE PERSON, ORGANIZATION, OR BUSINESS THAT OWNS THE PROPERTY.

NAME(S) AND ADDRESS(ES) OF PROPERTY LIEN-HOLDER(S), IF ANY.

IF NOT PLATTED, A METES AND BOUNDS LEGAL DESCRIPTION OF THE PROPERTY.

APPLICATION FEE OF $ 250.00 .02 PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

1/4 acre or less	$125
Between 1/4 and one acre	$150
One acre or greater	$170 plus $20.00 per each acre over one acre

TO THE BEST OF MY KNOWLEDGE, THIS APPLICATION AND ASSOCIATED DOCUMENTS ARE COMPLETE AND CORRECT, AND IT IS UNDERSTOOD THAT I OR ANOTHER REPRESENTATIVE SHOULD BE PRESENT AT ALL PUBLIC MEETINGS CONCERNING THIS APPLICATION.

SIGNATURE _____ DATE 4/6/2022

OFFICE USE ONLY

ACCEPTED BY Kevin Waller RECEIPT NUMBER R01146834

DATE SUBMITTED 4/6/22 CASE NUMBER ZC - 22 - 14

DATE NOTICES MAILED 4-8-22 DATE NOTICE PUBLISHED 4-14-2022

PLANNING AND ZONING COMMISSION MEETING DATE 4/27/22

PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE 5/3/22

DECISION _____

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Approve renewing agreement with Jack Pearce, LLC with an amendment for the leasing of properties located at West Market Street and South Commerce Street and approving the Mayor to sign the Renewal of Lease if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: In early 2021, the City approached Jim and Amelia Smith (owners) to pursue leasing of the vacant properties located on the southside of the town square for the purpose of creating a temporary park. The Smiths' were excited to enter negotiations with the City for the establishment of a park on the vacant property. The property owners do have future plans to develop the property. However, they've been very eager to utilize this space in the meantime to benefit the community.

Over the past months, City staff has been assisting Texas Monthly with planning efforts for the proposed Texas World's Fair event in November 2022. During the planning sessions, Texas Monthly asked to incorporate the use of the downtown park during their event as a "Beer Hall". The current lease with the property owners prohibits alcohol on the property.

The property owners were made aware of the request to consume and sell alcohol on their property and have agreed to allow consumption and use of alcohol on the premises during the planned event. Sales and consumption of alcohol would remain prohibited on this property leading up to and after the event.

The property lease renewal outlines sales and consumption of alcohol during this planned event and retains all other previous agreed to provisions in the agreement. The effective dates of this agreement would be May 3, 2022 to May 2, 2023 and would automatically renew for an additional one-year term on each anniversary date unless either party notifies the other in writing of intent not to renew at least 60 days prior to expiration of the then-current term. This lease may be terminated by the Lessee or the Lessor at any time with a sixty (60) day written notice to the other party.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: February 2, 2021- City Council directed staff to pursue a lease agreement for the Pearce Property.
February 23, 2021- The City entered an agreement for use of the Pearce property for a public space.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of land lease renewal with Jack Pearce, LLC.

LIST OF SUPPORTING DOCUMENTS: Renewal lease agreement, 2022 survey Pearce property downtown

RENEWAL OF LEASE AGREEMENT

This Renewal of Lease Agreement ("Renewal" or "lease") is executed effective on the 3rd day of May 2022, by and between JACK PEARCE, LLC, a Texas corporation ("Lessor") and the CITY OF LOCKHART, TEXAS (Lessee).

W I T N E S E T H:

1. LEASED PREMISES. The Lessor hereby renews and restates the terms of a lease to the Lessee of the property located in the City of Lockhart, Caldwell County, State of Texas, ("Leased Premises"), more particularly described as: Lots 1 and 2, Jack Pearce Subdivision, which is more precisely described and depicted on Exhibit "A," attached hereto and incorporated herein for all purposes. This Renewal renews and ratifies that one certain Lease Agreement between Lessor and Lessee dated February 23, 2021, it being the intention of the parties that said lease be amended and restated herein, and that the Leased Premises be leased for an additional year as provided herein.

2. TERMS. This Renewal shall be for an initial term of one (1) year. The term shall begin on May 3, 2022, and shall end at midnight on May 2, 2023, unless renewed. The lease shall automatically renew for an additional one-year term on each anniversary date unless either party notifies the other in writing of intent not to renew at least 60 days prior to expiration of the then-current term. This lease may be terminated by the Lessee or the Lessor at any time with sixty (60) days written notice to the other party. Termination by the Lessee shall not incur penalties of any sort. This Renewal and lease shall not be assignable to any other party nor may the premises be subleased to any other party.

3. RENTAL. The consideration for Lessee's right to possession of the Leased Premises for a public outdoor seating area shall be as follows:

a) Lessee shall prohibit smoking and outside alcohol in the premises with one exception, being that sale and consumption of alcohol shall be allowed at one certain city-approved event that shall include the Leased Premises tentatively planned for November, 2022.
b) Lessee shall occupy the premises continually throughout the term of the lease.
d) Lessee shall be responsible for construction, installation, maintenance and repair of improvements located on the premises pursuant to paragraph five below.
e) Lessee shall maintain insurance on the premises pursuant to paragraph seven below.
f) Lessee shall be responsible for the payment of all utilities, including city utilities, for the premises.
g) Lessee shall be responsible for the payment of additional ad valorem taxes, if any, that become due on the premises during the term of this Lease as a result of Lessee's improvements thereto.

g) Upon termination of this lease, Lessee shall restore the Leased Premises to the condition existing prior to the lease, or better.

Failure of Lessee or Lessor to comply with any of the foregoing may result in termination by the other party.

4. IMPROVEMENTS. Lessee shall be responsible for any and all improvements to the premises. Lessee shall not be required to obtain Lessor's prior permission before constructing or repairing temporary improvements on the premises. All improvements shall be removed upon termination of the Agreement. In the event that personal property taxes are levied on improvements made by Lessee during the term of this Lease, Lessee shall be responsible for paying such taxes.

5. SIGNS. Lessee shall have the right to place signs on the Leased Premises pursuant to any applicable local or state law.

6. INSURANCE. Lessor shall, at its own expense, during the term of the lease, keep all buildings and permanent improvements, if any, on the Leased Premises insured against loss or damage by fire or theft with extended coverage to include direct loss by fire, windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. Lessee, at its own expense, shall provide and maintain in force during the term of the Lease, general liability insurance in the amount of not less than one million dollars ($1,000,000.00), covering Lessor as well as Lessee, for any liability for property damage or personal injury arising as a result of Lessee's use or occupation of the Leased Premises. This insurance is to be carried by one or more insurance companies authorized to transact business in Texas and reasonably approved by Lessor.

7. INDEMNIFICATION.

(a) Lessee shall, to the extent allowed by law, indemnify and hold Lessor harmless against any and all third party claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the conduct of management of Lessee's use of the Leased Premises, or its use of the Leased Premises or from any breach on the part of Lessee of any conditions of the Lease, or from any act of negligence or willful misconduct by Lessee, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Leased Premises; provided however, Lessee's indemnification obligations shall not apply to claims arising (i) before Lessee's occupancy of the Leased Premises or (ii) from Lessor's or Lessor's agents, employees, contractors, officers, directors, or partners negligence or willful misconduct.

(b) Lessor shall and does hereby indemnify and hold Lessee harmless against any and all third party claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from damage to Lessee or its agents, employees, contractors, officers, directors, or invitees related to their use of the Leased Premises, or from any breach on the part of Lessor of any conditions of this Lease, or from any act of negligence or

willful misconduct by Lessor, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Leased Premises; provided however, Lessor's indemnification obligations shall not apply to claims arising (i) from Lessee's or Lessee's agents, employees, contractors, officers, directors, or partners negligence or willful misconduct. In case of any action or proceeding brought against Lessee by reason of any such claim, Lessor, upon notice from Lessee, agrees to defend the action or proceeding by counsel reasonably acceptable to Lessee.

8. NOTICES. All notices required under the Lease must be given by certified mail or registered mail, or via nationally recognized overnight courier, addressed to the proper party, at the following addresses:

Lessor: Jack Pearce, LLC
Attn: Manager
300 S. Commerce Street, Suite A
Lockhart, TX 78644

Lessee : City of Lockhart
Attn: City Manager
P.O. Box 239
Lockhart, Texas 78644

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

EXECUTED effective the 3rd day of May, 2022.

LESSOR:	**LESSEE:**
JACK PEARCE, LLC, A TEXAS LLC **BY SMITH PEARCE INVESTMENTS, LP** **BY ITS GENERAL PARTNER,** **SMITH PEARCE MANAGEMENT, LLC**	**CITY OF LOCKHART, TEXAS**
_____	_____
By: Amelia P. Smith, Manager Its: Manager	By: Lew White Its: Mayor

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by Amelia P. Smith, the Manager of Smith Pearce Management, LLC, General Partner of Jack Pearce, LLC, for the purposes and consideration expressed herein.

_____
Notary Public, State of Texas

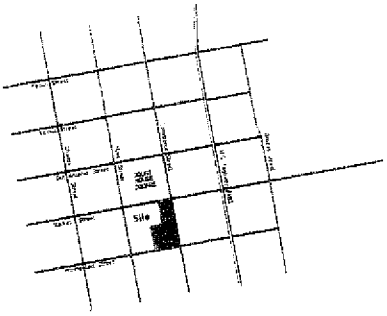
STATE OF TEXAS §
§
COUNTY OF CALDWELL §

This instrument was acknowledged before me on the _____ day of _____, 2022, by Lew White, the Mayor of the City of Lockhart, Texas, for the purposes and consideration expressed herein.

_____
Notary Public, State of Texas

Jack Pearce Subdivision

Vacating and resubdividing portions of Lots 3 and 5, and all of Lot 4, Block 13, of the Original Town of Lockhart, Texas, out of the Byrd Lockhart Survey A-17 in Caldwell County, Texas



Vicinity Map
Not to Scale

STATE OF TEXAS
COUNTY OF CALDWELL

We, the undersigned owners of the land shown on this plat and described in Volume 393 Page 786 of the Official Records of Caldwell County, Texas and designated as JACK PEARCE SUBDIVISION in the City of Lockhart, Caldwell County, Texas do hereby dedicate to the use of the public forever, the streets and alleys shown thereon, and further reserves to the public all easements for the mutual use of all public utilities desiring to use the same; that any public utility shall have the right to remove and keep removed all or any part of any growth or construction for maintenance or efficient use of its respective system in such easements, and further shall have full and uninterrupted access along such easements.

DATE

AMELIA PEARCE SMITH
1480 Clearfork Street
Lockhart TX 78644

DATE

JAMES W INNON SMITH JR
1480 Clearfork Street
Lockhart TX 78644

STATE OF TEXAS
COUNTY OF CALDWELL

Before me, the undersigned authority, personally appeared AMELIA PEARCE SMITH known to me to be the person whose name is subscribed to the foregoing document and acknowledges to me that he executed the same for the purpose and considerations stated hereon.

Given under my hand and seal of office this the ____ day of _____, 20__

Notary Public in and for the State of Texas

Printed Name of Notary and Notary Stamp

Date Notary Commission Expires

STATE OF TEXAS
COUNTY OF CALDWELL

Before me, the undersigned authority, personally appeared JAMES W SMITH JR known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that he executed the same for the purpose and considerations stated hereon.

Given under my hand and seal of office this the ____ day of _____, 20__

Notary Public in and for the State of Texas

Printed Name of Notary and Notary Stamp

Date Notary Commission Expires

STATE OF TEXAS
COUNTY OF CALDWELL

I, Philip Ruiz, Chairman of the Planning and Zoning Commission of the City of Lockhart, hereby certify that the plat of JACK PEARCE SUBDIVISION was approved by the City of Lockhart on this the ____ day of _____, 20__.

PHILIP RUIZ
CHAIRMAN

STATE OF TEXAS
COUNTY OF CALDWELL

Nina B. Sells
I, Nina B. Sells, County Clerk in and for Caldwell County, Texas do hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office the ____ day of _____, 20__, at ____ o'clock ____ M. and duly recorded on the ____ day of _____, 20__, in the Plat Records of Caldwell County, Texas in Volume ____ on Page ____.

Nina B. Sells
County Clerk

STATE OF TEXAS
COUNTY OF CALDWELL

I, Jerry L. Hinds, registered professional land surveyor, State of Texas, hereby certify that this plat is a true and correct representation of a survey made on the ground under my direct supervision and is true and correct to the best of my knowledge.

IN WITNESS THEREOF, my hand and seal, this the ____ day of _____, 20__.

Jerry L. Hinds
Registered Professional
Land Surveyor #5439

LEGAL DESCRIPTION

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being that all of Lot 4 and a part of Lots 3 and 5 in Block 13 of the Original Town of Lockhart as recorded in Volume 3 Page 507 of the Deed Records of Caldwell County, Texas and being also all of a tract of land designated as Tract 1 which is a part of Lot 3 and a part of Lot 5 and designated as Tract 2 which is all of Lot 4 and a part of Lot 5 and conveyed to Plum Creek Inc by Deed recorded in Volume 183 Page 139 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a "X" carved in concrete at the intersection of the West line of South Commerce Street and the South line of East Market Street and in the NE corner of the said Lot 3 and the said Block 13 and the NE corner of the above mentioned Tract 1 for the NE corner this tract, 37.9' from pin found used for basis of bearing in the intersection of Willow Street and Red River Street and in the NE corner of the above mentioned Lot 1 for the NE corner this tract.

THENCE S 10 degrees 00 minutes 00 seconds E with the West line of South Commerce Street and the East line of the said Block 13 and the East line of the said Lot 3 and the East line of the said Tract 1, at 114.99 feet pass and "X" carved in concrete in the SE corner of the said Lot 3 and the NE corner of Lot 4 and the NE corner of the said Tract 2 and continue with the East line of Lot 4 and the East line of the said Tract 2 for a total distance of 253.87 feet to a capped ½" iron pin set in the intersection of the North line of East Prairie Lee Street and the West line of South Commerce Street and the SE corner the said Lot 4 and the SE corner of the said Block 13 and the SE corner of the said Tract 2 for the SE corner this tract.

THENCE S 80 degrees 14 minutes 59 seconds W with the South line of the said Block 13 and the South line of the said Tract 2 and the North line of East Prairie Lee Street 233.00 feet to a capped ½" iron pin set in the SE corner of a tract of land conveyed to the Lockhart Community Theater by deed recorded in Volume 299 Page 553 of the said Official Records and in the South line of the said Lot 5 for the SW corner this tract.

THENCE N 10 degrees 00 minutes 00 seconds W with the East line of the above mentioned Community Theater tract and over and across the said Lot 5 and over and across the said Tract 2 228.10 feet to an "X" carved in a concrete curb in the North line of a 10' wide access lane by others for a northerly corner this tract and from which point a ½" iron pin found used for basis of bearing bears S 10 degrees 00 minutes 00 seconds 17.03 feet.

THENCE N 80 degrees 00 minutes 00 seconds E with the North line of the said Lots 4 and 5 and the South lines of the said Lots 3 and 3 85.43 feet to a capped ½" iron pin set in the SW corner of the said Tract 1 and the apparent SE corner of a tract of land conveyed to Renari Mundaca by Deed recorded in Volume 293 Page 381 of the Said Deed Records for an ell corner this tract and from which point a ½" iron pin found used for basis of bearing bears N 80 degrees 00 minutes 00 seconds E 38.48 feet.

THENCE N 10 degrees 00 minutes 00 seconds W over and across the said Lot 3 and with the West line of the said Tract 1 and the apparent East line of the said Mendez tract 124.00 feet to a building corner found in the NW corner of the said Tract 1 and the SE corner of the said Mendez tract and in the North line of the said Lot 3 and the South line of East Market Street for the most Northerly NW corner this tract.

THENCE N 80 degrees 00 minutes 00 seconds E with the North line of the said Tract 1 and the North line of the said Lot 3 and the South line of East Market Street 96.07 feet to the place of beginning containing 35240 sq ft of land or 0.590 acres of land more or less.

SURVEYOR NOTES:

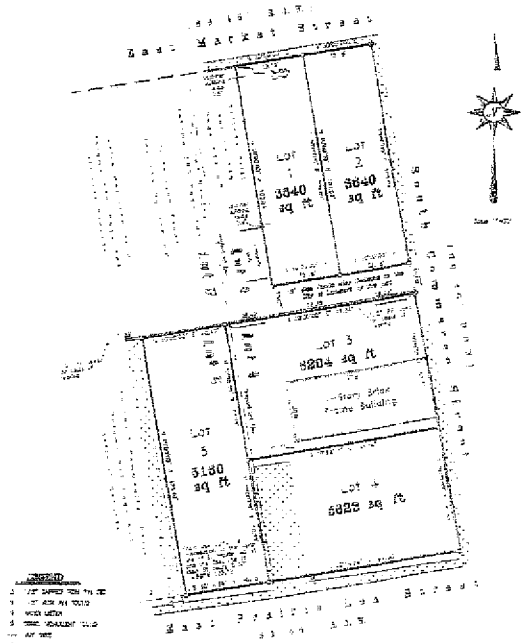
1) The lot shown has in Flood Zone "X". The City of Lockhart has adopted Zone "X" to be no special flood hazard, according to FEMA Panel 48055C-0205-C dated January 17, 1995.

2) Lots 1,2,3,4 and 5 are zoned CCB

3) RECORD OWNER OF LAND: James W. Smith Jr., 1480 Clearfork Street, Lockhart TX 78644 (512-398-4814)
Amelia Pearce Smith, 1480 Clearfork Street, Lockhart TX 78644 (512-398-7148)
DEVELOPER: James W. Smith Jr., 1480 Clearfork Street, Lockhart TX 78644 (512-398-4814)
Amelia Pearce Smith, 1480 Clearfork Street, Lockhart TX 78644 (512-398-7148)

ENGINEER OF PLAT: Claude Hinds Surveyors
DATE OF PREPARATION: July 2001
SURVEYOR: Jerry L. Hinds, R.P.L.S. #5439 40 Box 1037 Lockhart TX 78644

4) Front or side building setbacks are not required, subject to compliance with applicable building and fire codes for construction adjacent to the property line.



Claude Hinds Surveyors
P. O. Box 1037
Lockhart, Texas 78644
512/398-2000

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Acceptance of the 2nd Quarter Investment Report for Fiscal Year 2021-22.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Public Funds Investment Act requires local governments to review and accept Quarterly Investment Reports for each quarterly reporting period of the year. The 2nd Quarter for Fiscal Year 2022, ending March 31, 2022 is provided for your review.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request acceptance of the 2nd Quarter Investment Report for the City of Lockhart ending March 31, 2022.

LIST OF SUPPORTING DOCUMENTS: Quarterly Investment Report for 03/31/2022

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended March 31, 2022

April 19, 2022

CITY of LOCKHART

Quarterly Investment Report

For the Quarter Ended March 31, 2022

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period January 1, 2022 through March 31, 2022. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

	Investment Portfolio	
	Book Value	**Market Value**
January 1, 2022		
Cash	2,982,281	2,982,281
Marketable Securities	0	0
Investment Pools	29,211,583	29,211,302
Certificates of Deposits	0	0
Total:	**32,193,864**	**32,193,583**
March 31, 2022		
Cash	2,993,029	2,993,029
Marketable Securities	0	0
Investment Pools	30,863,260	30,859,946
Certificates of Deposits	0	0
Total:	**33,856,288**	**33,852,975**

	Fund Availabilty	
January 1, 2022		
Unrestricted Funds	7,969,473	7,969,473
Restricted Funds	24,224,391	24,224,110
Total Funds	**32,193,864**	**32,193,583**
March 31, 2022		
Unrestricted Funds	12,031,873	12,031,873
Restricted Funds	21,824,415	21,821,102
Total Funds	**33,856,288**	**33,852,975**

The investment portfolio, at all times during the quarter, complied with the Public Funds Investment Act and the City of Lockhart Investment Policy. TexPool, Texas CLASS and TexSTAR were also in compliance with the Public Funds Investment Act and the City of Lockhart Investment Policy throughout the quarter.

Pam Larison
Finance Director

4-27-22
Date

CITY of LOCKHART

Investment Portfolio Summary

For the Quarter Ended March 31, 2022

	Investment Portfolio			
	Book Value	**% of Total**	**Market Value**	**% of Total**
January 1, 2022				
Cash	2,982,281	9.3%	2,982,281	9.3%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	29,211,583	90.7%	29,211,302	90.7%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	**32,193,864**	**100.0%**	**32,193,583**	**100.0%**
March 31, 2022				
Cash	2,993,029	8.8%	2,993,029	8.8%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	30,863,260	91.2%	30,859,946	91.2%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	**33,856,288**	**100.0%**	**33,852,975**	**100.0%**
Change in Value				
Cash	10,748		10,748	
Marketable Securities	0		0	
Investment Pools	1,651,676		1,648,644	
Certificates of Deposits	0		0	
Portfolio Total	**1,662,424**		**1,659,392**	
	0			

Maturity Data	**Book Value @ 3/31/2022**	**Weighted Average Maturity**	**Yield to Maturity**
Cash	2,993,029	0 Days	1.00%
Marketable Securities	0	0 Days	0.00%
Investment Pools - Texas CLASS	11,431,120	49 Days *	0.29%
Investment Pools - TexPool	10,992,710	29 Days *	0.15%
Investment Pools - TexSTAR	8,439,429	38 Days *	0.11%
Certificates of Deposits	0	0 Days	0.00%
	33,856,288	35 Days	0.26%

Benchmark - 4 Week Treasury Bills - Secondary Market @ March 31, 2022 0.17%

* Weighted Average Maturity of Pool Investments - City funds are available from pools upon request.

Total Return On Investment	**Interest Earned**
Cash	7,140
Marketable Securities	0
Investment Pools - Texas CLASS	4,787
Investment Pools - TexPool	2,348
Investment Pools - TexSTAR	905
Certificates of Deposits	0
Total Return on Investment	15,180

CITY OF LOCKHART

Cash Accounts (as reconciled to FLNB)

For the Quarter Ended March 31, 2022

General Operating Account - FLNB		
		Value
January 1, 2022	$	2,982,281
Deposits		10,655,793
Withdrawals		(10,652,185)
Interest Earned		7,140
March 31, 2022	$	2,993,029

Total Cash Accounts		
		Value
January 1, 2022	$	2,982,281
Deposits		10,655,793
Withdrawals		(10,652,185)
Interest Earned		7,140
March 31, 2022	$	2,993,029

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended March 31, 2022

Holdings During the Quarter

Type of Security	CUSIP	Purchase Date	Par Value	Coupon 0.34%	Date of Maturity	Yield to Maturity	Purchase Price	Quarterly Interest Earned	Beginning Value @ Par	Beginning Book Value	Beginning Market Value	Ending Value @ Par	Ending Book Value	Ending Market Value
									January 1, 2022			March 31, 2022		
								-						0
								-						0
Totals			$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Purchases

Type of Security	CUSIP	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total	Price	Accrued Interest
				0.22%					
Totals			$ -				$ -		$ -

Maturities

	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total
$ -						
Totals		$ -	0.59%			$ -

CITY OF LOCKHART

Investment Pool Transactions Summary

For the Quarter Ended March 31, 2022

TexPool					
	Book Value	**Market Value**	**Net Asset Value**	**Weighted Aver. Maturity**	**Average Monthly Yield**
January 1, 2022	9,346,727	9,346,353	0.99996	38 Days	0.0400%
Deposits	5,572,000				
Withdrawals	(3,928,364)				
Interest Earned	2,348				
March 31, 2022	10,992,710	10,990,182	0.99977	29 Days	0.1500%

Texas CLASS					
	Book Value	**Market Value**	**Net Asset Value**	**Weighted Aver. Maturity**	**Average Monthly Yield**
January 1, 2022	11,426,333	11,426,333	1.00000	43 Days	0.0700%
Deposits	0				
Withdrawals	0				
Interest Earned	4,787				
March 31, 2022	11,431,120	11,431,120	1.00000	49 Days	0.2900%

TexSTAR					
	Book Value	**Market Value**	**Net Asset Value**	**Weighted Aver. Maturity**	**Average Monthly Yield**
January 1, 2022	8,438,524	8,438,616	1.00001	31 Days	0.0139%
Deposits	0				
Withdrawals	0				
Interest Earned	905				
March 31, 2022	8,439,429	8,438,644	0.999907	38 Days	0.1070%

CITY of LOCKHART
Certificates of Deposit Transaction Summary
For the Quarter Ended March 31, 2022

Holdings During the Quarter

CD Number	Holder	Purchase Date	Face Value	Interest Rate	Date of Maturity	Yield to Maturity	Purchase Price	Quarterly Interest Earned	Beginning Face Value	Beginning Market Value	Ending Face Value	Ending Market Value
									January 1, 2022		March 31, 2022	
			$ -				$ -	$ -	$ -	$ -	$ -	$ -

Purchases

CD Number	Holder	Purchase Date	Face Value	Interest Rate	Date of Maturity	Yield to Maturity	Purchase Price
			$ -				$ -

Maturities

CD Number	Holder	Purchase Date	Face Value	Interest Rate	Date of Maturity	Yield to Maturity	Settlement Total
			$ -				$ -

City of Lockhart

Investment Pools

Standard and Poor's Ratings

Month	TexPool	TexSTAR	Texas CLASS
April-21	AAAm	AAAm	AAAm
May-21	AAAm	AAAm	AAAm
June-21	AAAm	AAAm	AAAm
July-21	AAAm	AAAm	AAAm
August-21	AAAm	AAAm	AAAm
September-21	AAAm	AAAm	AAAm
October-21	AAAm	AAAm	AAAm
November-21	AAAm	AAAm	AAAm
December-21	AAAm	AAAm	AAAm
January-22	AAAm	AAAm	AAAm
February-22	AAAm	AAAm	AAAm
March-22	AAAm	AAAm	AAAm

City of Lockhart

Bank Collateralization

Standard and Poor's Ratings

Month			FLNB Collateralization *
April-21			AAA
May-21			AAA
June-21			AAA
July-21			AAA
August-21			AAA
September-21			AAA
October-21			AAA
November-21			AAA
December-21			AAA
January-22			AAA
February-22			AAA
March-22			AAA

* Guaranteed by US government (AAA)

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discussion and/or action regarding the Downtown Revitalization Final Conceptual Design Report from TRC Engineers, Inc. and Rialto Studio.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Presentation of Downtown Revitalization Project, Final Conceptual Design Report and Open House Results.

On April 13, 2021, City Council directed the City Engineer to prepare a proposal for the Downtown Revitalization Project that would include public meetings, coordination with other governing entities, conceptual design alternatives for the nine block area of downtown, preliminary traffic route evaluation, cultural services, preliminary landscape designs and probable cost for the project.

The Final Conceptual Design Report for the Downtown Revitilization Project has been completed, taking into consideration the results from the two open houses held. Preliminary timelines and probable costs have also been produced as part of the final report.

The City Engineer and Rialto Studio will also be presenting an additional concept at the request of the City Council, a rendering of a plaza along the north side of the town square, and the probable costs that accompany these concepts.

PROJECT SCHEDULE (if applicable):
Council Approval of Conceptual Design-May 3, 2022
Design Proposal Approved by Council-June 7, 2022
Design-June 7, 2022, to June 1, 2023
Permitting-June 1 to September 1, 2023
Bidding-September 1 to December 1, 2023
Construction-December 1, 2023 to December 1, 2025

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

PREVIOUS COUNCIL ACTION: April 19, 2022- City Council discussed the Downtown Revitalization Final Conceptual Design Report from TRC Engineers, Inc. and Rialto Studio. Council requested an additional concept, a plaza rendering on the north side of the town square and probable costs for the final concepts.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Acceptance of Final Conceptual Design Report and authorizing staff to proceed with Downtown Revitalization Project's design phase.

LIST OF SUPPORTING DOCUMENTS: Presentation, Probable construction costs

DOWNTOWN REVITALIZATION PROJECT

CITY COUNCIL PRESENTATION

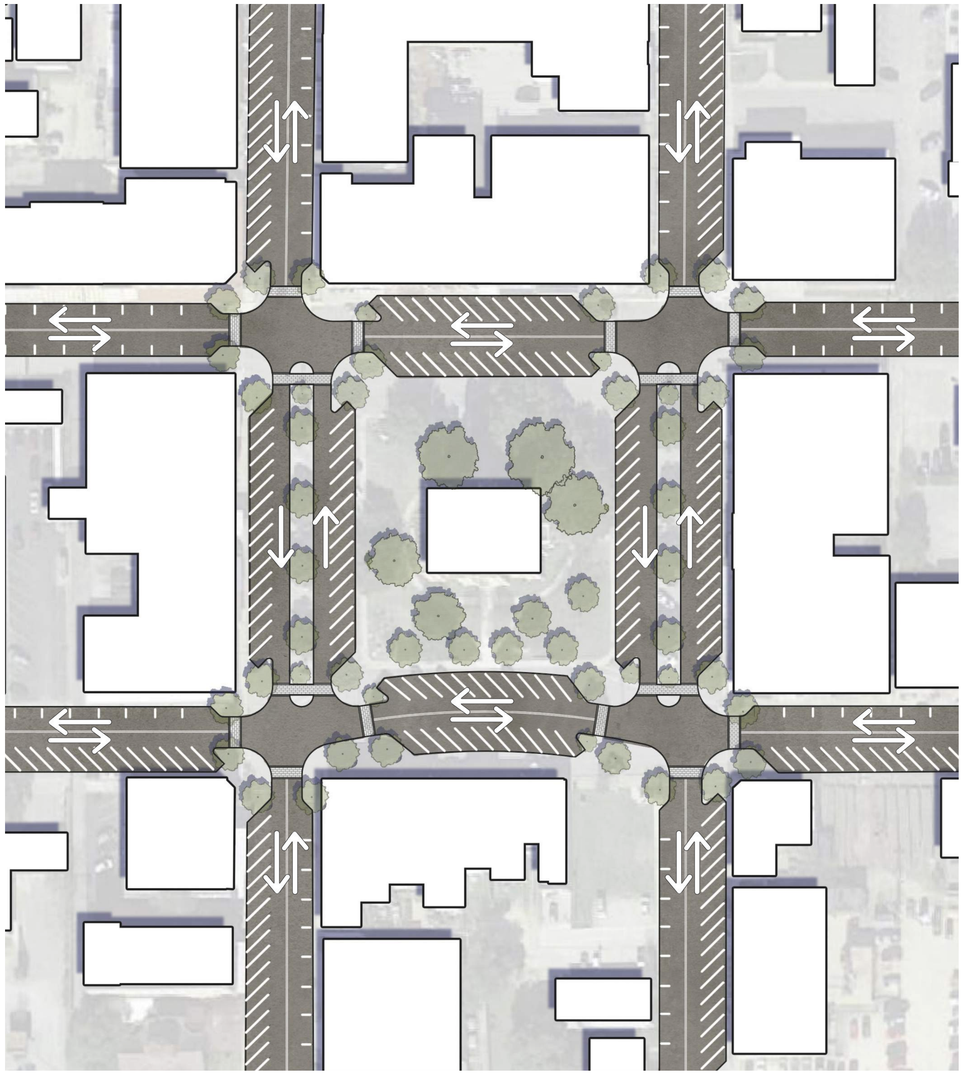
MAY 2022

Lockhart TEXAS

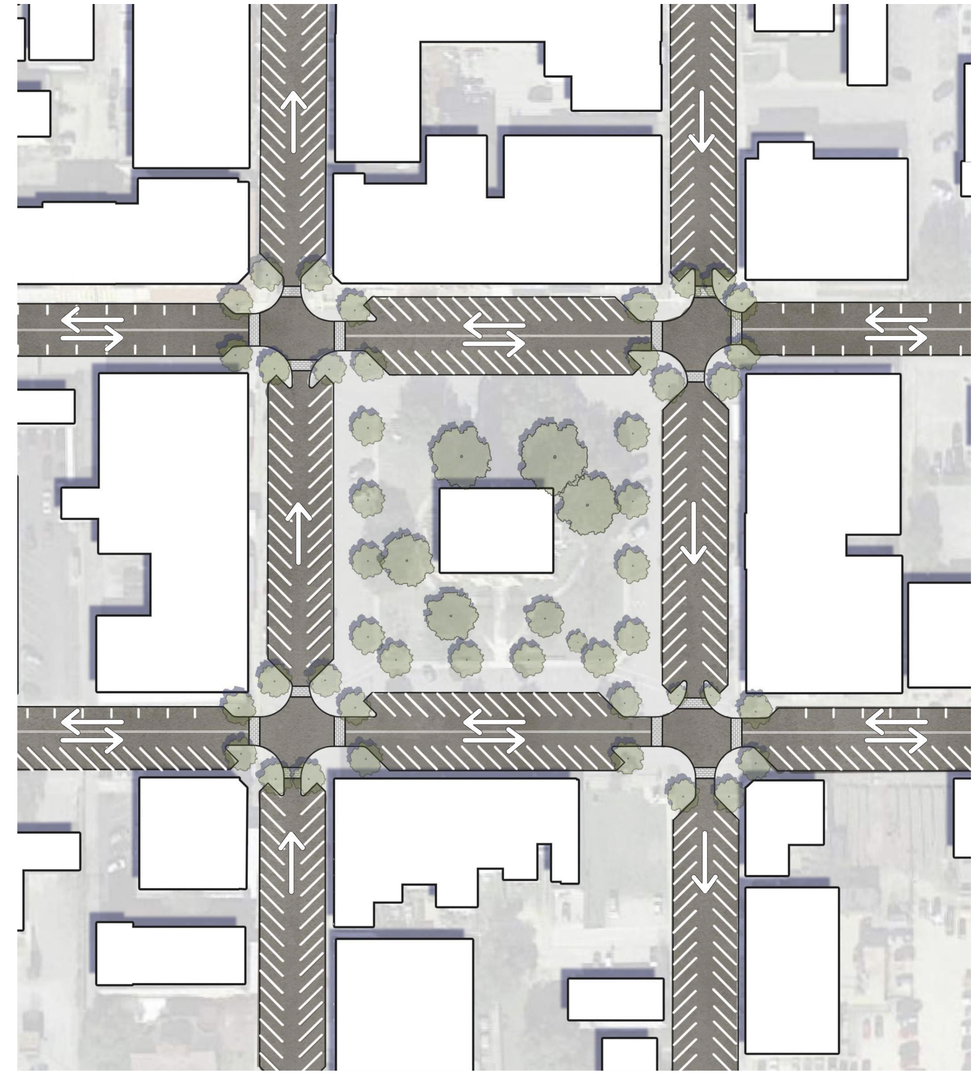
TRC

RIALTO STUDIO
LANDSCAPE ARCHITECTURE

OPTION 1
MARKET STREET PLAZA CONCEPT



OPTION 2
ONE-WAY CONCEPT



DOWNTOWN REVITALIZATION

MAY 2022

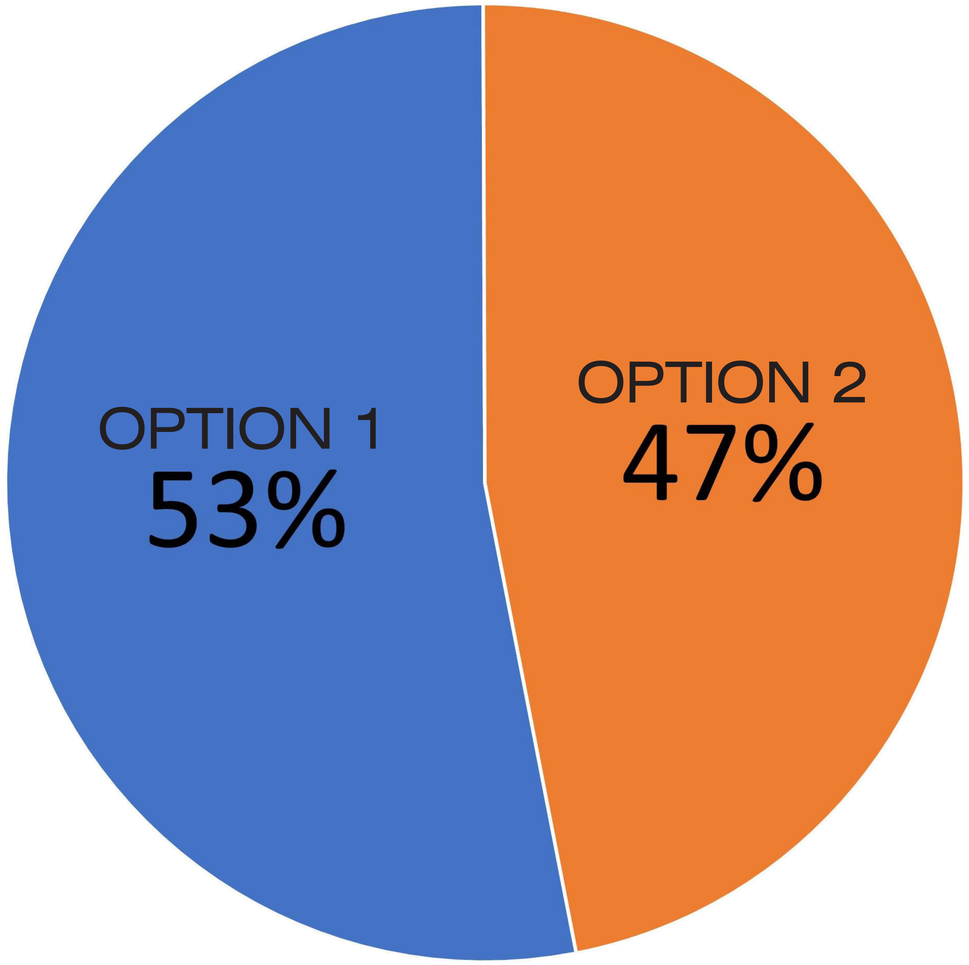
LOCKHART MASTER PLAN
PROPOSED CONCEPTUAL COURTHOUSE STREETSCAPE DESIGNS IN MARCH SURVEY

Lockhart TEXAS

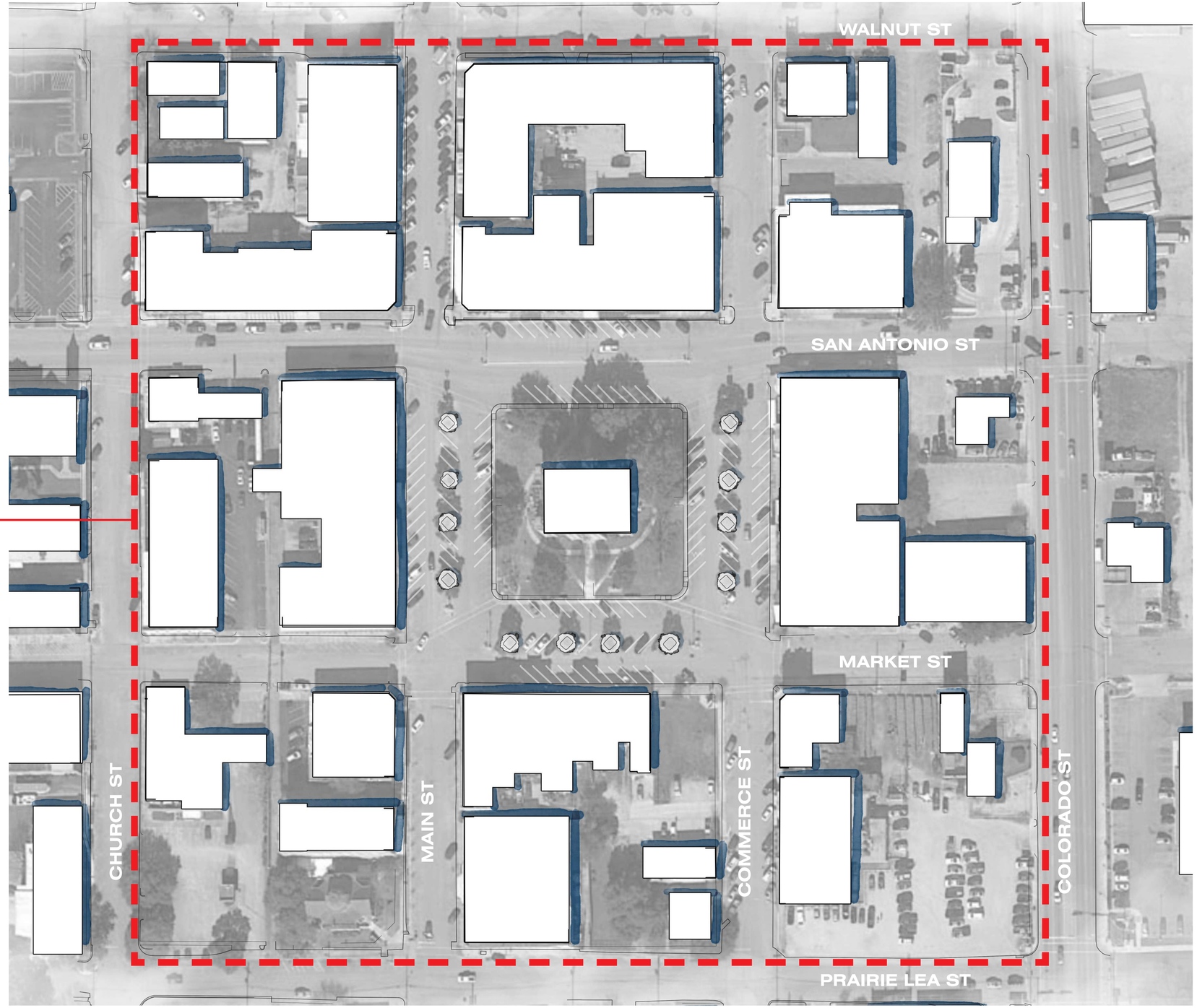
TRC

RIALTO STUDIO
LANDSCAPE ARCHITECTURE

WHICH STREETSCAPE OPTION DO YOU PREFER?



CONCEPTUAL COURTHOUSE STREETSCAPE DESIGN



DOWNTOWN REVITALIZATION

MAY 2022

LOCKHART MASTER PLAN

SCOPE OF STUDY

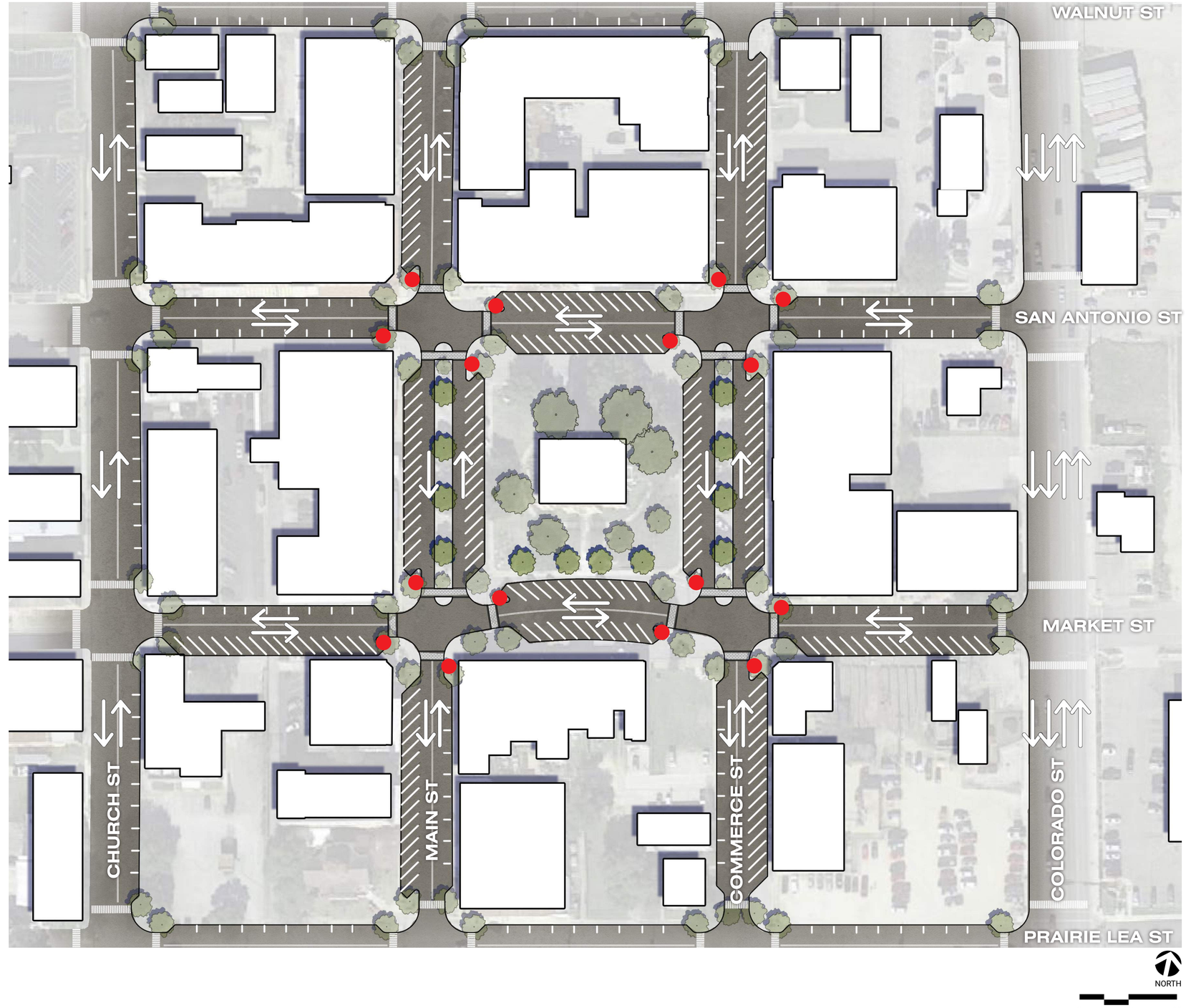
Lockhart TEXAS

TRC

RIALTO STUDIO LANDSCAPE ARCHITECTURE

OPTION 1
MAIN POINTS

- TWO-WAY TRAFFIC THROUGHOUT
- FOUR-WAY STOPS
  (● = STOP SIGN)
- PLAZA ON MARKET STREET
- **LOSE 12 PARKING SPACES**
- PRESERVE MEDIAN TREES ON COMMERCE AND MAIN
- RELOCATE MEDIAN TREES ON MARKET STREET
- CURB BUMP-OUTS AND PEDESTRIAN REFUGES SHORTEN CROSSWALKS
- EXPANDED SIDEWALKS AROUND COURTHOUSE AND RETAIL FRONTAGE
- PARKING LAYOUT ON SURROUNDING STREETS MODIFIED TO FOLLOW CONVENTIONAL STANDARDS



DOWNTOWN REVITALIZATION

MAY 2022

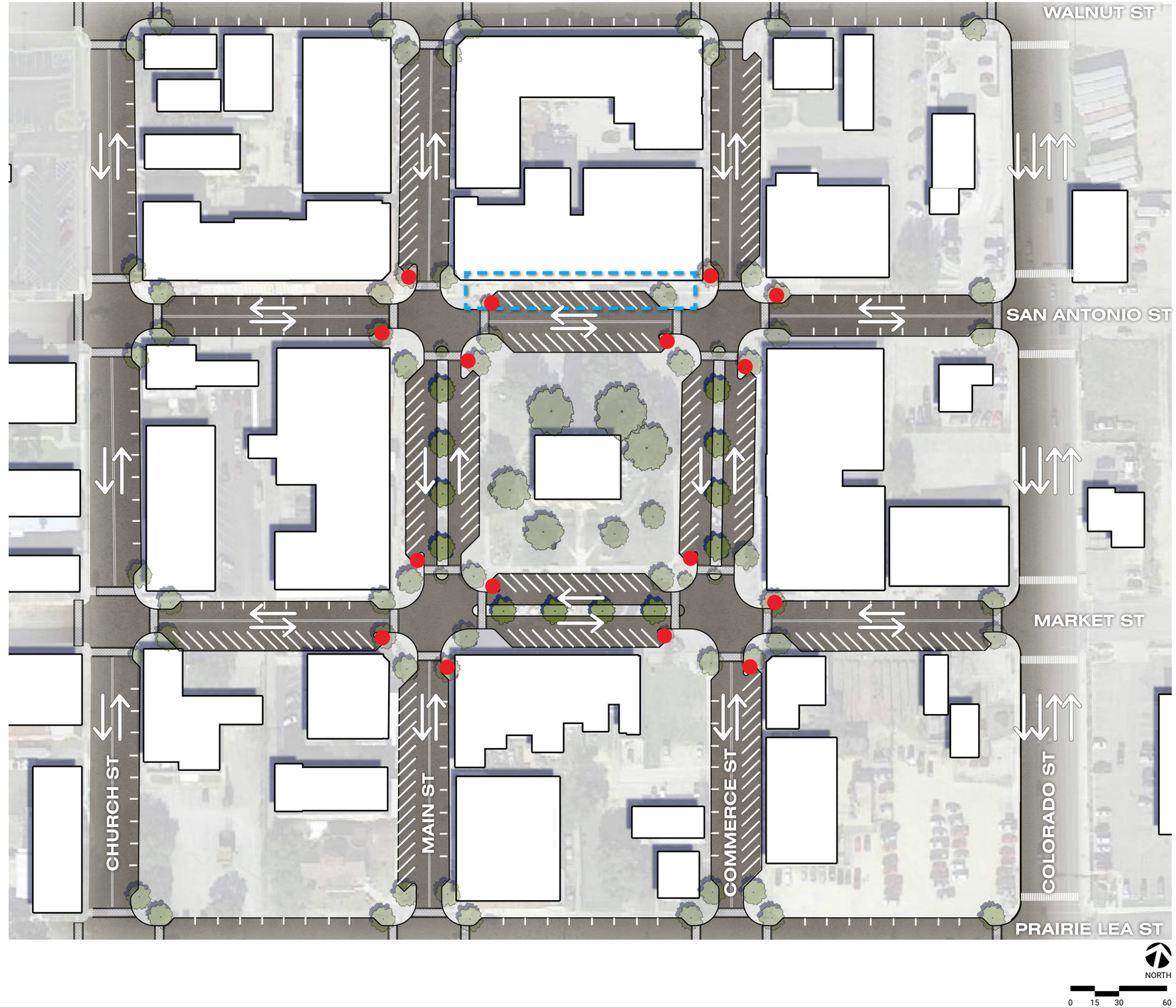
LOCKHART MASTER PLAN

CONCEPTUAL COURTHOUSE STREETSCAPE DESIGN - OPTION 1

Lockhart TEXAS | TRC | RIALTO STUDIO LANDSCAPE ARCHITECTURE

OPTION 1A
MAIN POINTS

- TWO-WAY TRAFFIC THROUGHOUT
- FOUR-WAY STOPS
  (● = STOP SIGN)
- **LOSE 15 PARKING SPACES**
- PRESERVE ALL MEDIAN TREES
- CURB BUMP-OUTS AND PEDESTRIAN REFUGES SHORTEN CROSSWALKS
- EXPANDED SIDEWALKS AROUND COURTHOUSE AND RETAIL FRONTAGE
- PARKING LAYOUT ON SURROUNDING STREETS MODIFIED TO FOLLOW CONVENTIONAL STANDARDS
- OPPORTUNITY FOR PLAZA ON SAN ANTONIO STREET
  (= PLAZA)



DOWNTOWN REVITALIZATION

MAY 2022

LOCKHART MASTER PLAN

CONCEPTUAL COURTHOUSE STREETSCAPE DESIGN - OPTION 1A

Lockhart TEXAS

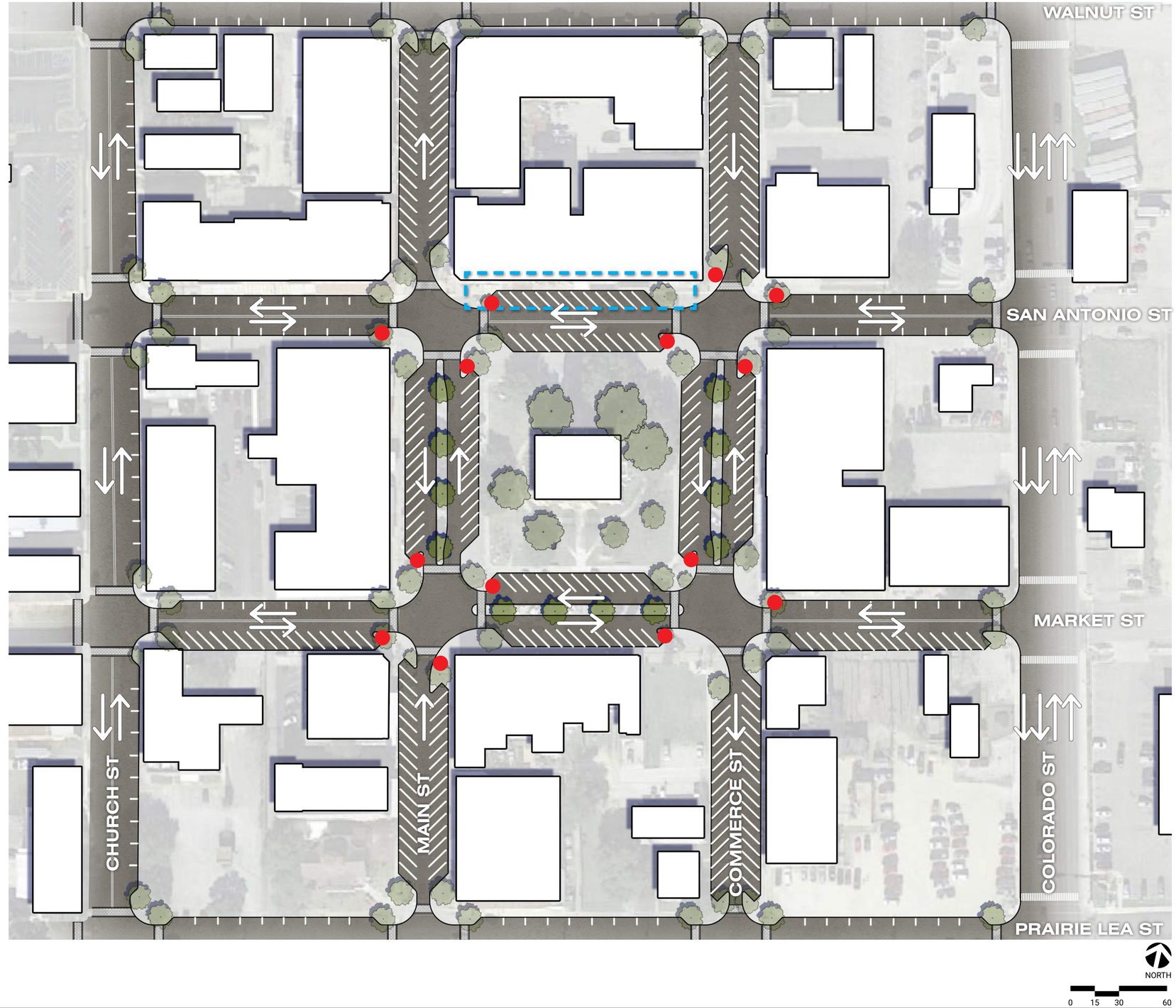
TRC

RIALTO STUDIO
LANDSCAPE ARCHITECTURE

OPTION 1B

MAIN POINTS

- TWO-WAY TRAFFIC AROUND COURTHOUSE
- ONE-WAY TRAFFIC ON COMMERCE AND MAIN STREETS, BLOCKS NORTH AND SOUTH OF COURTHOUSE ONLY
- ADDITIONAL TRAFFIC CONTROL SIGNAGE REQUIRED
- ALL-WAY STOPS (● = STOP SIGN)
- **GAIN 17 PARKING SPACES**
- PRESERVE ALL MEDIAN TREES
- CURB BUMP-OUTS AND PEDESTRIAN REFUGES SHORTEN CROSSWALKS
- EXPANDED SIDEWALKS AROUND COURTHOUSE AND RETAIL FRONTAGE
- PARKING LAYOUT ON SURROUNDING STREETS MODIFIED TO FOLLOW CONVENTIONAL STANDARDS
- OPPORTUNITY FOR PLAZA ON SAN ANTONIO STREET (= PLAZA)



DOWNTOWN REVITALIZATION

MAY 2022

LOCKHART MASTER PLAN

CONCEPTUAL COURTHOUSE STREETSCAPE DESIGN - OPTION 1B

Lockhart TEXAS

TRC

RIALTO STUDIO LANDSCAPE ARCHITECTURE

PLAZA CONCEPT

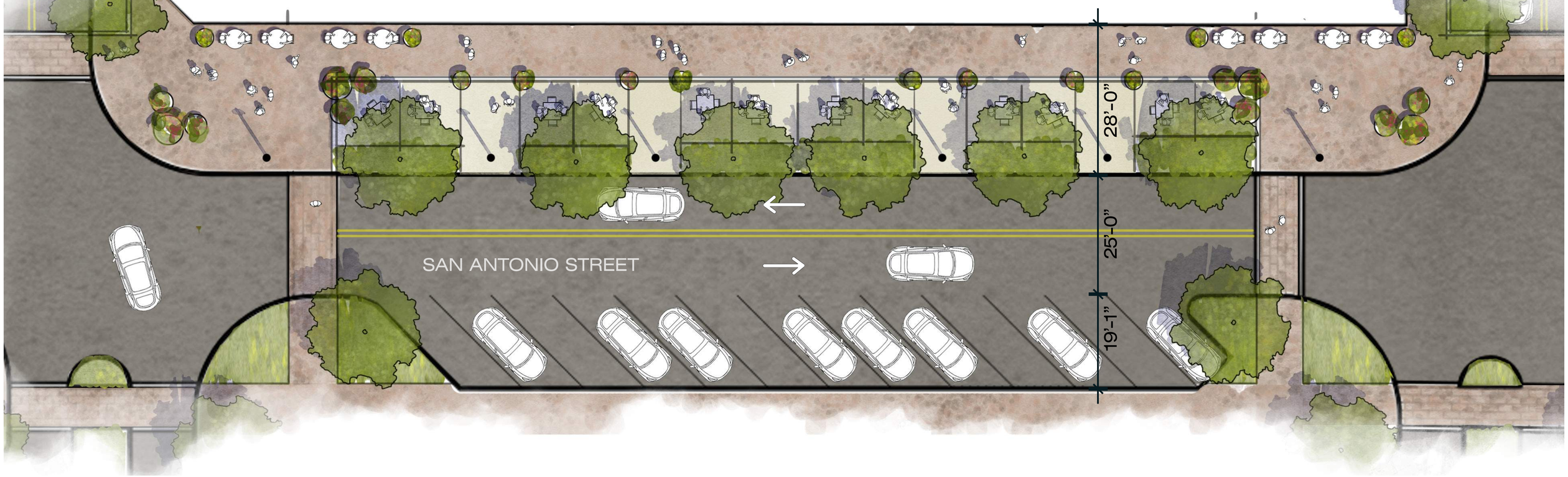
MAIN POINTS

- EXPAND SIDEWALK FOR ONE BLOCK ON NORTH SIDE OF SAN ANTONIO STREET

- INCLUDE PEDESTRIAN AMENITIES SUCH AS:

BENCHES	LIGHTING
TABLES	PLANTERS
BIKE RACKS	SHADE TREES

- **LOSE 13 PARKING SPACES**



DOWNTOWN REVITALIZATION

MAY 2022

LOCKHART MASTER PLAN

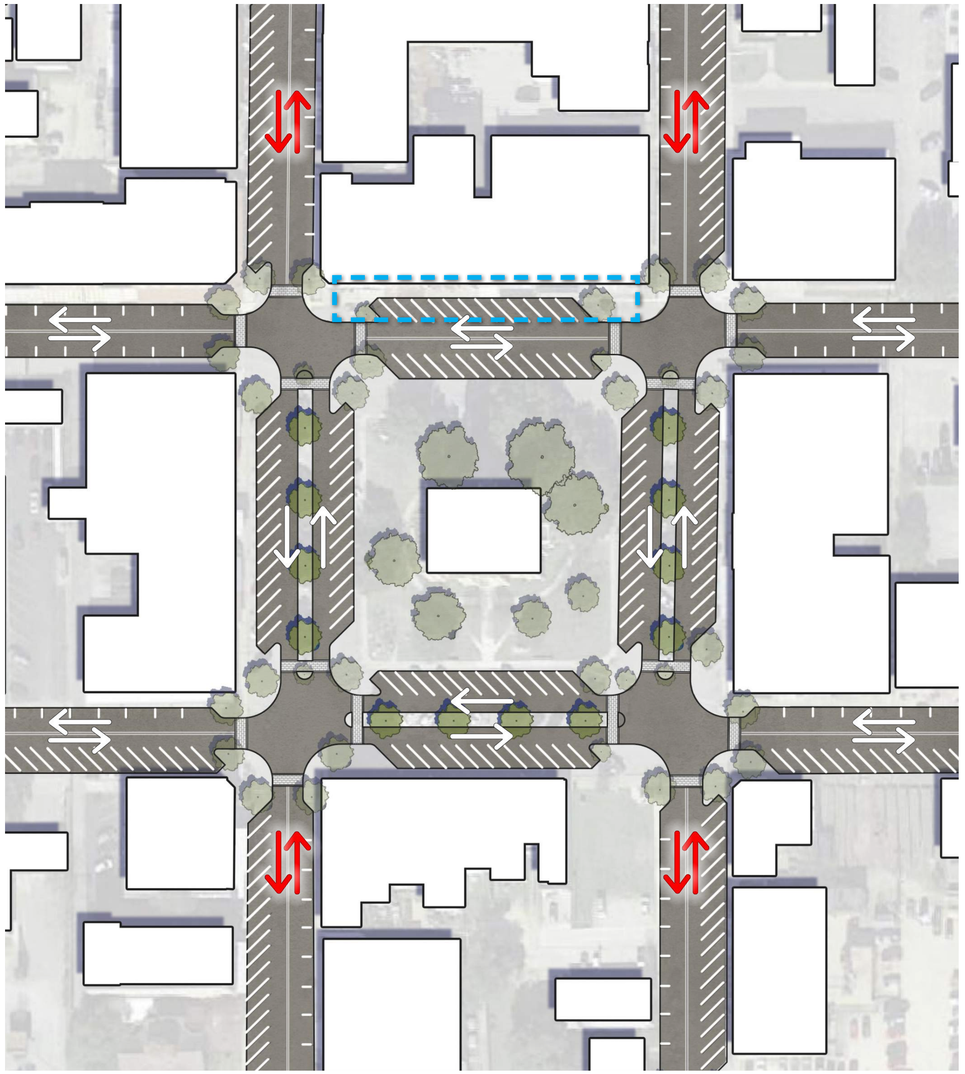
SAN ANTONIO STREET PLAZA DESIGN CONCEPT

Lockhart TEXAS

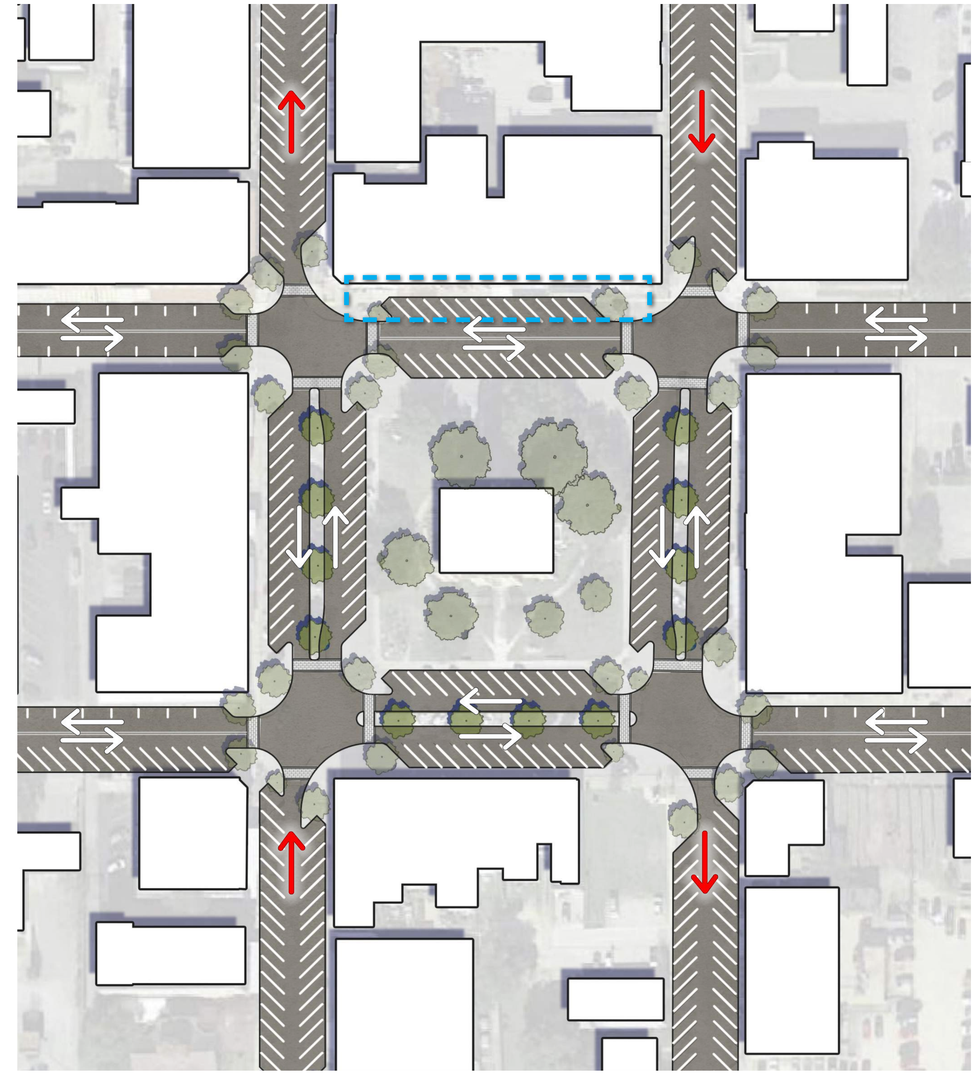
TRC

RIALTO STUDIO LANDSCAPE ARCHITECTURE

OPTION 1A
TWO-WAY CONCEPT



OPTION 1B
HYBRID ONE-WAY CONCEPT



DOWNTOWN REVITALIZATION

MAY 2022

LOCKHART MASTER PLAN
PROPOSED CONCEPTUAL COURTHOUSE STREETSCAPE DESIGNS

Lockhart TEXAS

TRC

RIALTO STUDIO
LANDSCAPE ARCHITECTURE

SCHEDULE

CITY COUNCIL APPROVAL OF CONCEPTUAL DESIGN	**MAY 3, 2022**
DESIGN PROPOSAL APPROVED BY COUNCIL	**JUNE 7, 2022**
DESIGN	**JUNE 7, 2022 TO JUNE 1, 2023**
PERMITTING	**JUNE 1 TO SEPTEMBER 1, 2023**
BIDDING	**SEPTEMBER 1 TO DECEMBER 1, 2023**
CONSTRUCTION	**DECEMBER 1, 2023 TO DECEMBER 1, 2025**

NEXT STEPS

CITY COUNCIL SELECTION OF OPTION 1A OR 1B

DESIGN

PERMITTING

BIDDING

CONSTRUCTION

Lockhart TEXAS

TRC

RIALTO STUDIO
LANDSCAPE ARCHITECTURE

Engineer's Opinion of Probable Construction Costs

	Description	UNITS	Total	Unit Price	Subtotal
Storm Sewer Improvements	Remove 36" CMP	LF	60	$60.00	$3,600.00
	Remove 24" RCP	LF	180	$60.00	$10,800.00
	Remove 12" CMP	LF	70	$60.00	$4,200.00
	Remove Grate Inlet	EA	1	$60.00	$60.00
	Install Standard 10' Curb Inlet	EA	16	$5,200.00	$83,200.00
	Install Standard 5' Curb Inlet	EA	7	$4,650.00	$32,550.00
	Gate Inlet	EA	3	$4,000.00	$12,000.00
	Junction Box	EA	6	$4,650.00	$27,900.00
	Install 30" RCP	LF	840	$180.00	$151,200.00
	Install 24" RCP	LF	2,540	$175.00	$444,500.00
	Install 18" RCP	LF	1,180	$165.00	$194,700.00
	OSHA Trench Protection	LF	4,550	$2.50	$11,375.00
	Street Repair	LF	4,550	$35.00	$159,250.00
	Storm Sewer Improvements Total =			**$1,135,335.00**	
Water Main Improvements	Install 8" Water Main	LF	3,120	$72.00	$224,640.00
	Connect to Ex 8"	EA	7	$4,000.00	$28,000.00
	Connect to Ex 2"	EA	2	$3,000.00	$6,000.00
	Fire Hydrant	EA	13	$5,365.00	$69,745.00
	Install 8" Gate Valve	EA	8	$3,300.00	$26,400.00
	Fittings	TON	10	$9,500.00	$95,000.00
	2" Water Services	EA	81	$2,500.00	$202,500.00
	3/4" Water Services	EA	12	$2,300.00	$27,600.00
	Remove Fire Hydrant	EA	13	$1,150.00	$14,950.00
	OSHA Trench Protection	LF	3,120	$2.50	$7,800.00
	Street Repair	LF	2,834	$35.00	$99,190.00
	Water Main Improvements Total =			**$801,825.00**	
Wastewater Improvements	8" Sanitary Sewer	LF	3,300	$115.00	$379,500.00
	Manhole	EA	21	$5,610.00	$117,810.00
	Connect to Existing 6"	EA	2	$1,500.00	$3,000.00
	Connect to Existing Manhole	EA	4	$5,000.00	$20,000.00
	Cleanout	EA	2	$1,000.00	$2,000.00
	4" Sewer Services	EA	79	$2,950.00	$233,050.00
	OSHA Trench Protection	LF	3,300	$2.50	$8,250.00
	Street Repair	LF	3,300	$35.00	$115,500.00
	Sanitary Sewer Improvements Total =			**$879,110.00**	
Street Improvements	3" Mill and Overlay 90' wide (courthouse)	LF	833	$320.00	$266,560.00
	3" Mill and Overlay 50' wide	LF	4,855	$180.00	$873,900.00
	Main Street Reconstruction 55' wide	LF	498	$500.00	$249,000.00
	Cross walk Pavers	SF	4,479	$30.00	$134,370.00
	Adjust Manhole Tops	EA	19	$1,800.00	$34,200.00
	Adjust Water Valves	EA	40	$1,170.00	$46,800.00
	Storm Water Pollution Plan	LS	1	$15,000.00	$15,000.00
	Street Improvements Total =			**$1,619,830.00**	
Landscape Improvements	Sidewalks	SF	35,000	$8.00	$280,000.00
	Pavers	SF	10,500	$25.00	$262,500.00
	Special Paving	SF	34,000	$11.00	$374,000.00
	Planting	SF	30,000	$14.50	$435,000.00
	Lighting (Intersection & Pedestrian)	LS	1	$500,000.00	$500,000.00
	Irrigation	LS	1	$120,000.00	$120,000.00
	Landscape Improvements Total =			**$1,971,500.00**	

Construction Cost =	$6,407,600.00
Contingencies (15%) =	$962,000.00
Design (18%) =	$1,154,000.00
PROJECT COST =	**$8,523,600.00**
Class 4 Low End (-30%)	$5,966,520.00
Class 4 High End (+50%)	$12,785,400.00

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discussion and consideration by the City Council of comments received from the public regarding redistricting plans for City Council districts, plans proposed by the public, including possible amendments to a proposed plan, including a plan drawing session.

The City Council may go into executive session pursuant to Texas Government Code, Section 551.071 to receive advice from legal counsel regarding the City's redistricting obligations.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On March 31, Philip Ruiz, President of LULAC, submitted two proposed new redistricting plans for the Council's consideration. He indicated that they prefer proposed Plan 2. Mr. Ruiz provided the city digital files and statistical data that was provided to Bickerstaff's office. Bickerstaff reviewed the proposed plans and will provide an update.
The Council, of course, has the option to hold a special meeting to conduct another drawing session prior to considering adoption of a new single-member district plan.

Attached is the City of Lockhart's current single-member district voting map and LULAC's proposed redistricting plans that will be discussed during the meeting.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION:
February 1, 2022 - Initial assessment
February 8, 2022 - First drawing session
March 15, 2022 - First public hearing
April 5, 2022 - Second public hearing

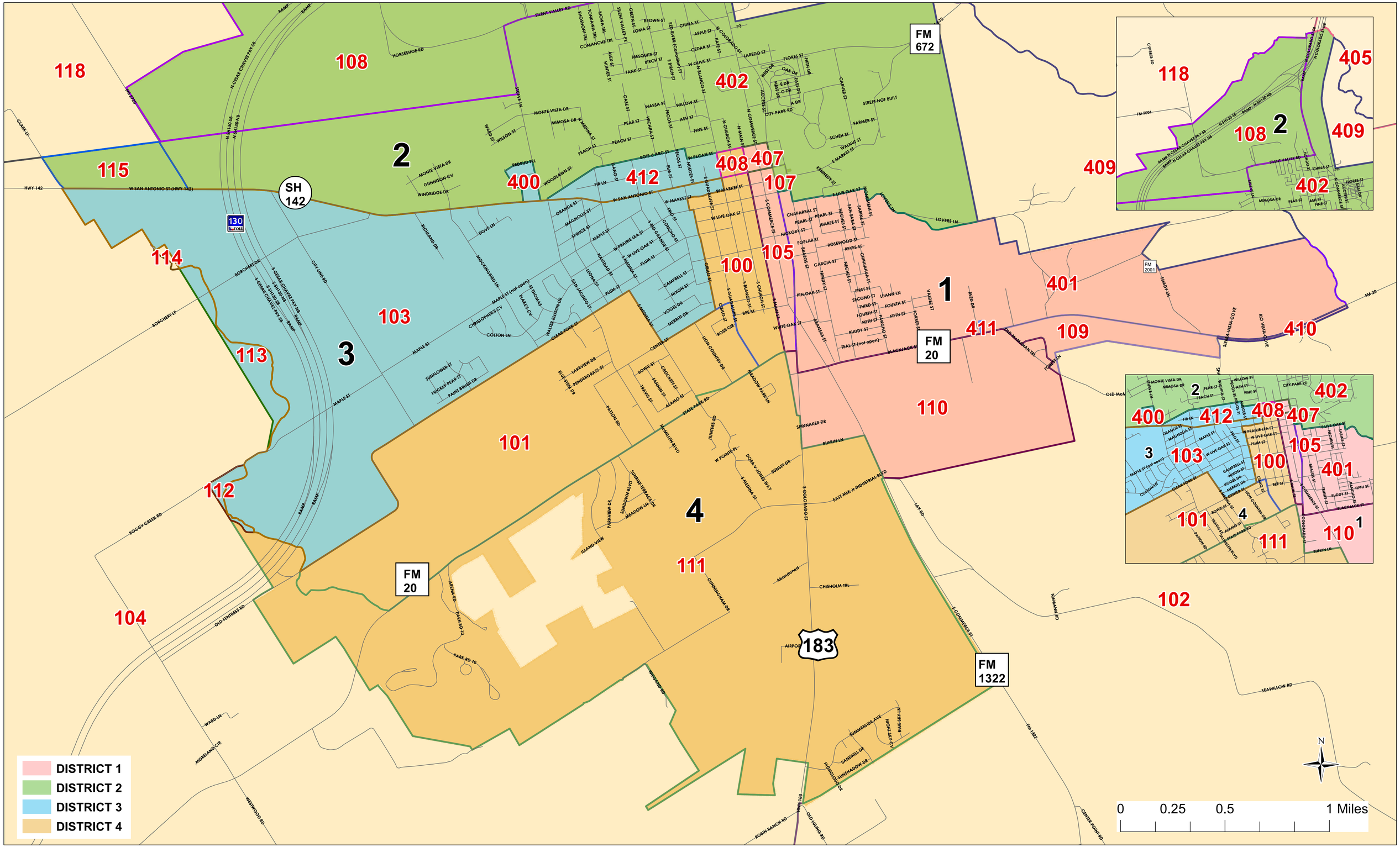
City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None. Discretion of the Council.

LIST OF SUPPORTING DOCUMENTS: Current Voting District Map, LULAC Redistricting Plan #1, LULAC Redistricting Plan #2



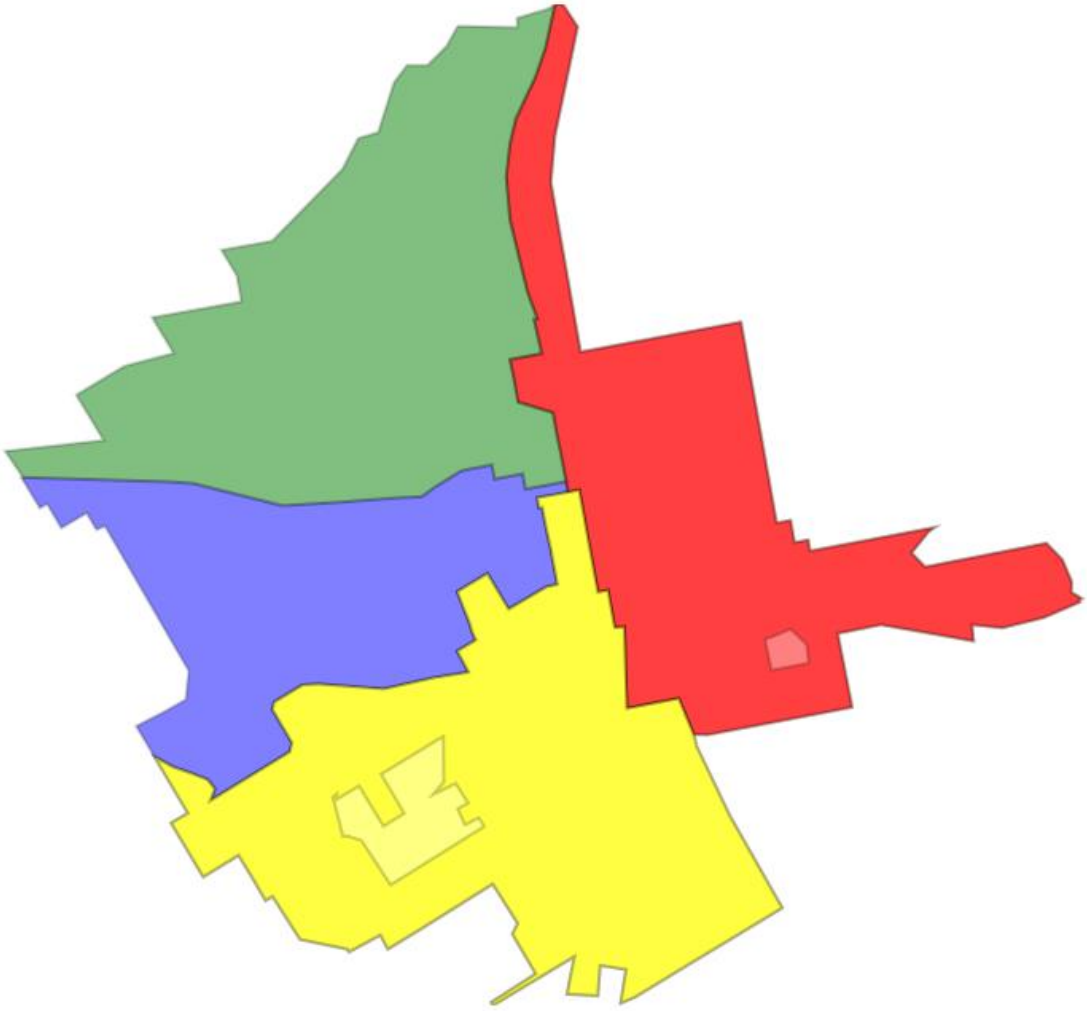
CURRENT VOTING DISTRICTS

VOTING DISTRICTS WITHIN CITY LIMITS

SOURCE: CALDWELL COUNTY APPRAISAL DISTRICT AND THE CITY OF LOCKHART

Updated February 3, 2015

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the ground survey, and represents only the approximate relative location of property boundaries.

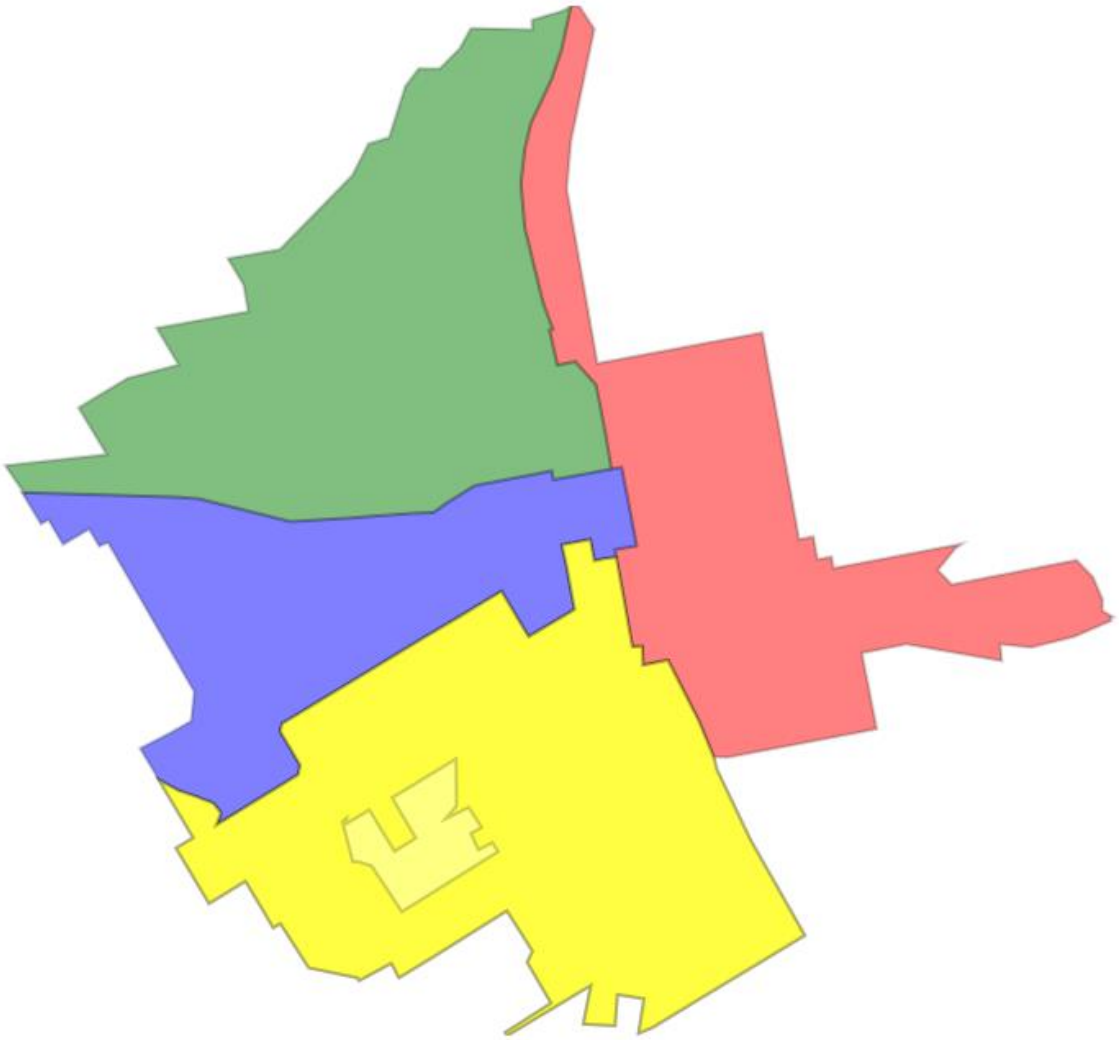


City of Lockhart

Proposed 2020 Redistricting Plan #1

League of United Latin American Citizens (LULAC) Council 22390

April 5, 2022 – City of Lockhart Redistricting Public Hearing



City of Lockhart

Proposed 2020 Redistricting Plan #2

League of United Latin American Citizens (LULAC) Council 22390

April 5, 2022 – City of Lockhart Redistricting Public Hearing

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discussion and consideration of an effective date for a redistricting plan for City Council districts.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

Syd Falk of Bickerstaff's office will discuss the options about determining an effective date for a redistricting plan.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None. Discretion of the Council.

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discussion of, and possible adoption of a redistricting plan for City Council districts as outlined in Resolution 2022-24.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION:

The City Council held a drawing session and considered comments from the public that included proposed voting district changes as LULAC presented to the Council on April 5, 2022.

If the City Council chooses to proceed with proposed Plan A as voted on during a previous drawing session, the attached Resolution adopts Plan A as the City of Lockhart's new single-member voting districts.

PROJECT SCHEDULE (if applicable):
February 1, 2022 - Initial assessment
February 8, 2022 - First drawing session
March 15, 2022 - First public hearing
April 5, 2022 - Second public hearing

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None. Discretion of the Council.

LIST OF SUPPORTING DOCUMENTS: Redistricting Resolution

RESOLUTION NO. 2022-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, APPROVING THE REDISTRICTING OF THE CITY'S SINGLE-MEMBER COUNCIL DISTRICTS AND ESTABLISHING NEW DISTRICT BOUNDARY LINES FOR THE CITY OF LOCKHART'S CITY COUNCIL ELECTIONS BASED ON 2020 CENSUS DATA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the results of the 2020 federal Census have been considered and indicated that the City of Lockhart's single-member council districts are sufficiently out of population balance to require redistricting in order to comply with the "one-person, one-vote" (equal population) principle established by the U.S. Constitution; and

WHEREAS, the City of Lockhart (the "City") engaged the law firm of Bickerstaff Heath Delgado Acosta LLP to act as the City's redistricting consultant, including advising and assisting the City Council in preparation of a new redistricting plan in compliance with applicable requirements of state and federal law; and

WHEREAS, on February 1, 2022, the City Council adopted redistricting criteria to assist the City and the public in developing redistricting plans which comply with applicable federal and state laws, and the adopted redistricting criteria were applied in the development of the City's new redistricting plan; and

WHEREAS, on February 1, 2022, the City Council also adopted redistricting guidelines regarding the submission of comments and proposed plans by the public, to ensure the ability of the City to timely receive and adequately consider them; and

WHEREAS, during the redistricting process the City provided notice to the public of its proposed discussions and development of a redistricting plan through meeting agendas posted in compliance with the Texas Open Meetings Act, notices on the City's website, including regarding two public hearings; and

WHEREAS, the City Council has considered the proposed redistricting plan at City Council meetings on February 8, 2022, March 15, 2022, April 4, 2002, and May 3, 2022; and at two public hearings held on March 15, 2022, and April 5, 2022, respectively; comments from the public at the public hearings, including two alternative plans proposed by LULAC; and advice from the City's redistricting consultant; and

WHEREAS, the City Council finds that the attached city council district redistricting plan is in the best interest of the citizens of the City, complies with the adopted redistricting criteria, and is believed to comply with all state and federal requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS:

A. That the existing single-member council district boundary lines for the City of Lockhart are hereby amended, and the new districting plan depicted on the map attached hereto as **Exhibit A**, defining new districts as such new districts are further described in the tables attached

hereto as **Exhibit B** reporting populations and demographic statistics for each such new district is hereby adopted and designated to define the City's four single-member council districts from and after the Effective Date; that **Exhibits A** and **B** are incorporated by reference in and made a part of this Order, and shall be kept on file in the City Secretary's Office.

B. That the new City Council districting plan shall take and be given effect immediately upon adoption of this Resolution; and that hereafter all City Council elections shall be held under and in accordance with the new single-member council district districting plan here adopted by the City Council until such time as a subsequent lawfully-enacted districting plan shall be adopted to replace this plan. CLARIFYING NOTE: This plan will define the city council districts for which candidates will run in the November 2022 city elections.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas, this 3rd day of May 2022.

CITY OF LOCKHART, TEXAS

_____
Hon. Lew White
MAYOR

ATTEST:

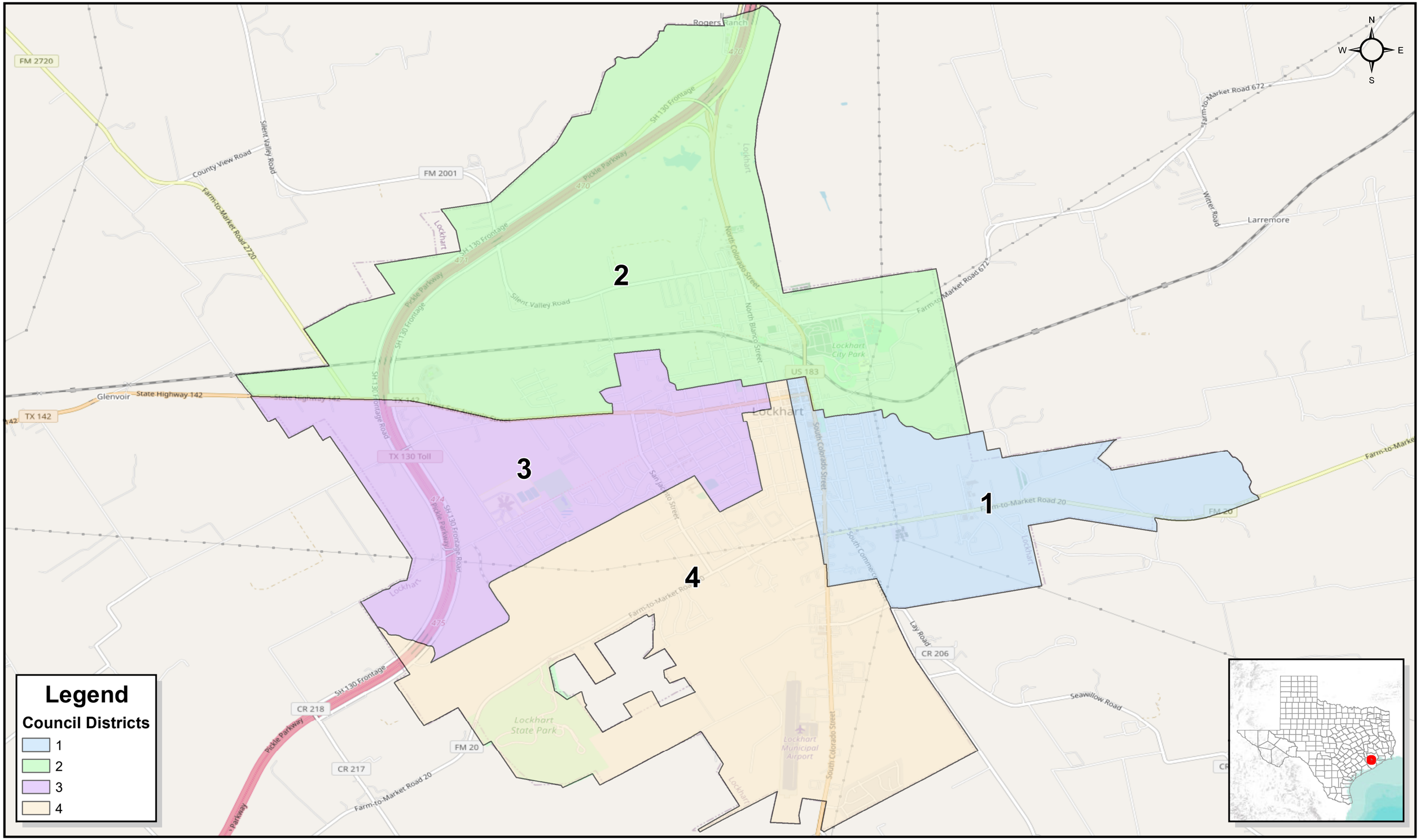
_____
Connie Constancio
City Secretary

APPROVED AS TO FORM:

_____
Monte Akers,
City Attorney

EXHIBIT A

Maps



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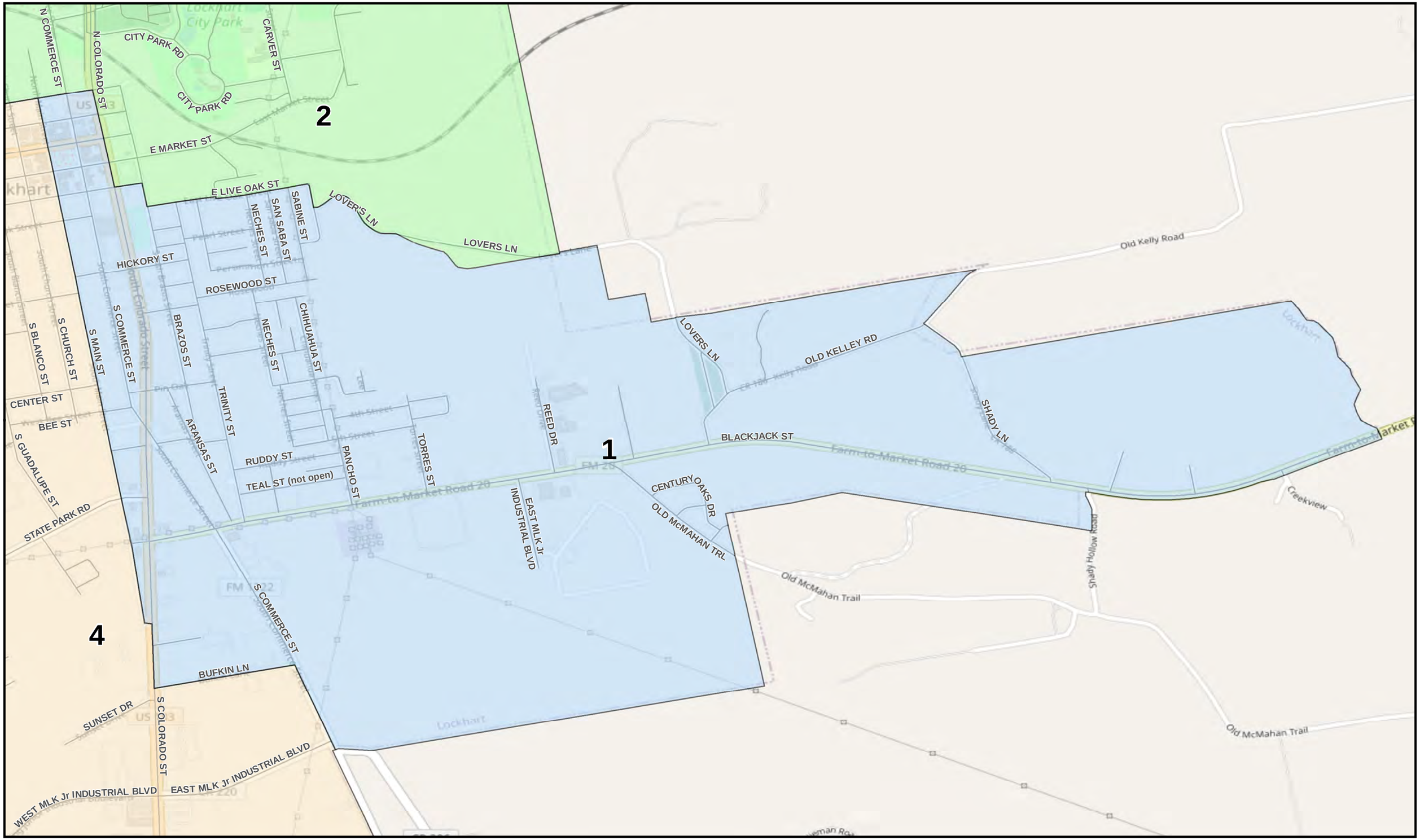
Created: 3/30/2022

City of Lockhart Council Districts
- Plan A -
Adopted May 3, 2022

© 2022 Bickerstaff Heath Delgado Acosta LLP
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau



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Created: 3/30/2022

Legend

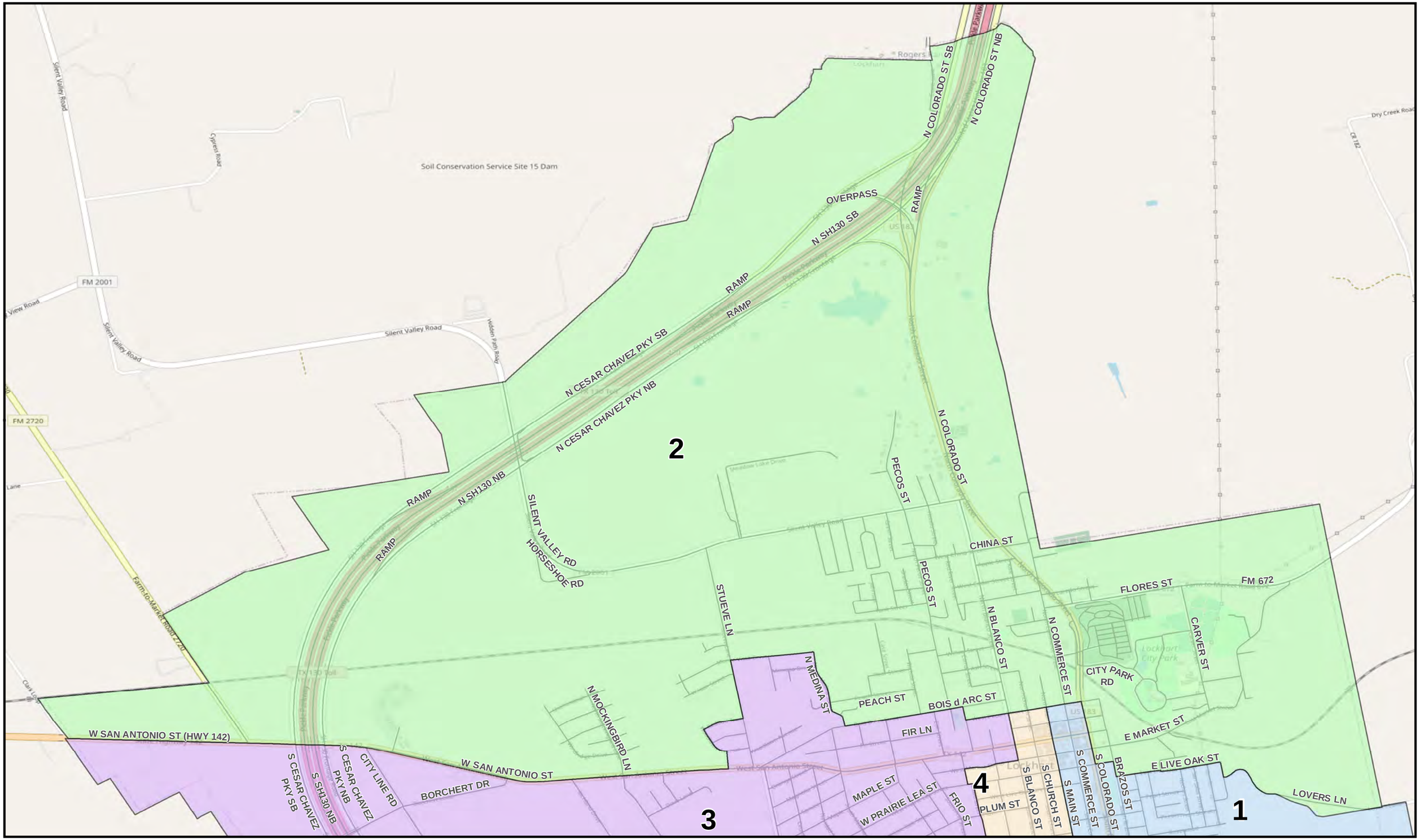
Roads

Council Districts

1 2 3 4

City of Lockhart Council Districts
- Plan A -
Adopted May 3, 2022

© 2022 Bickerstaff Heath Delgado Acosta LLP
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau



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Created: 3/30/2022

Legend

Roads

Council Districts

1 2 3 4

City of Lockhart Council Districts
- Plan A -
Adopted May 3, 2022

© 2022 Bickerstaff Heath Delgado Acosta LLP
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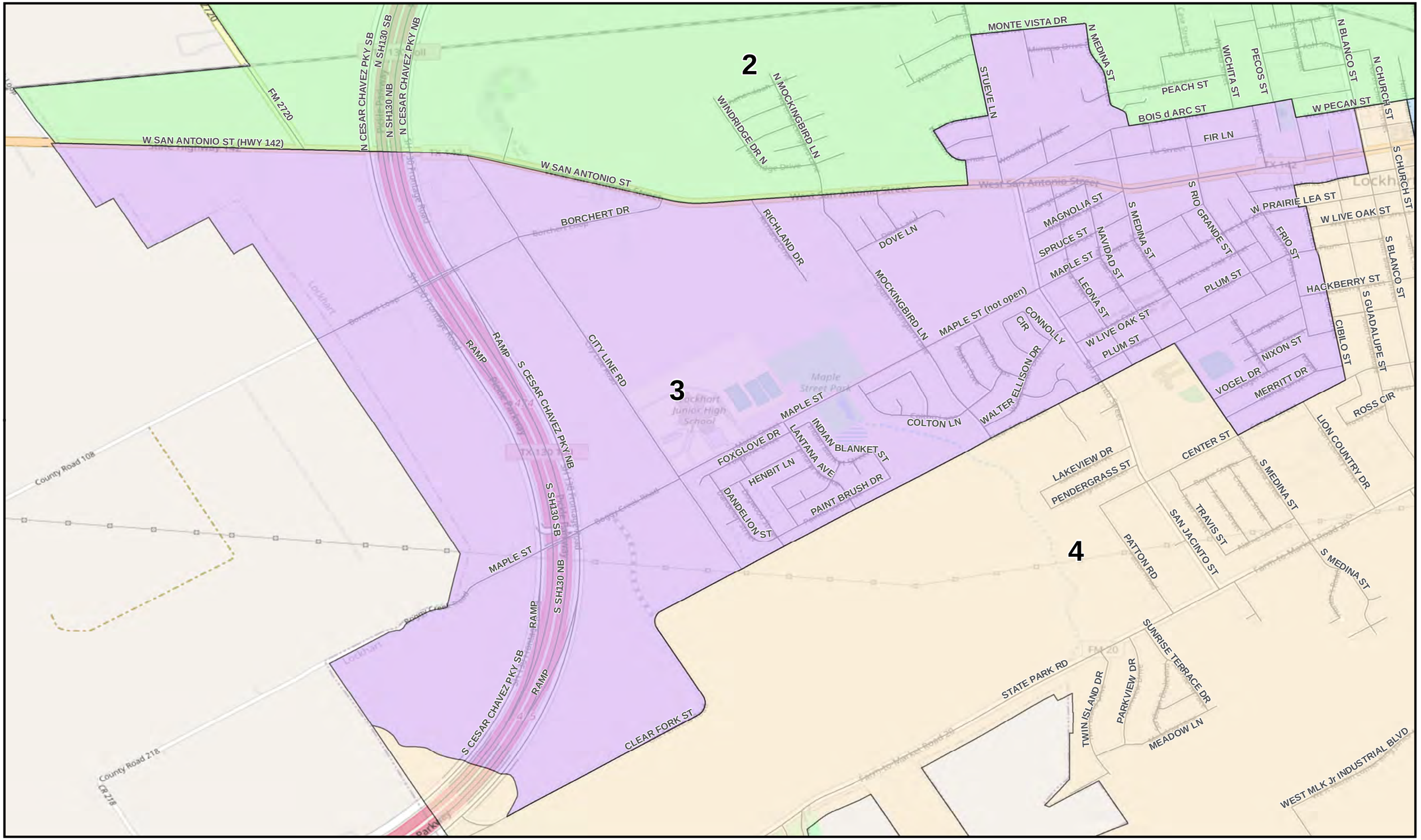

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Created: 3/30/2022

Legend

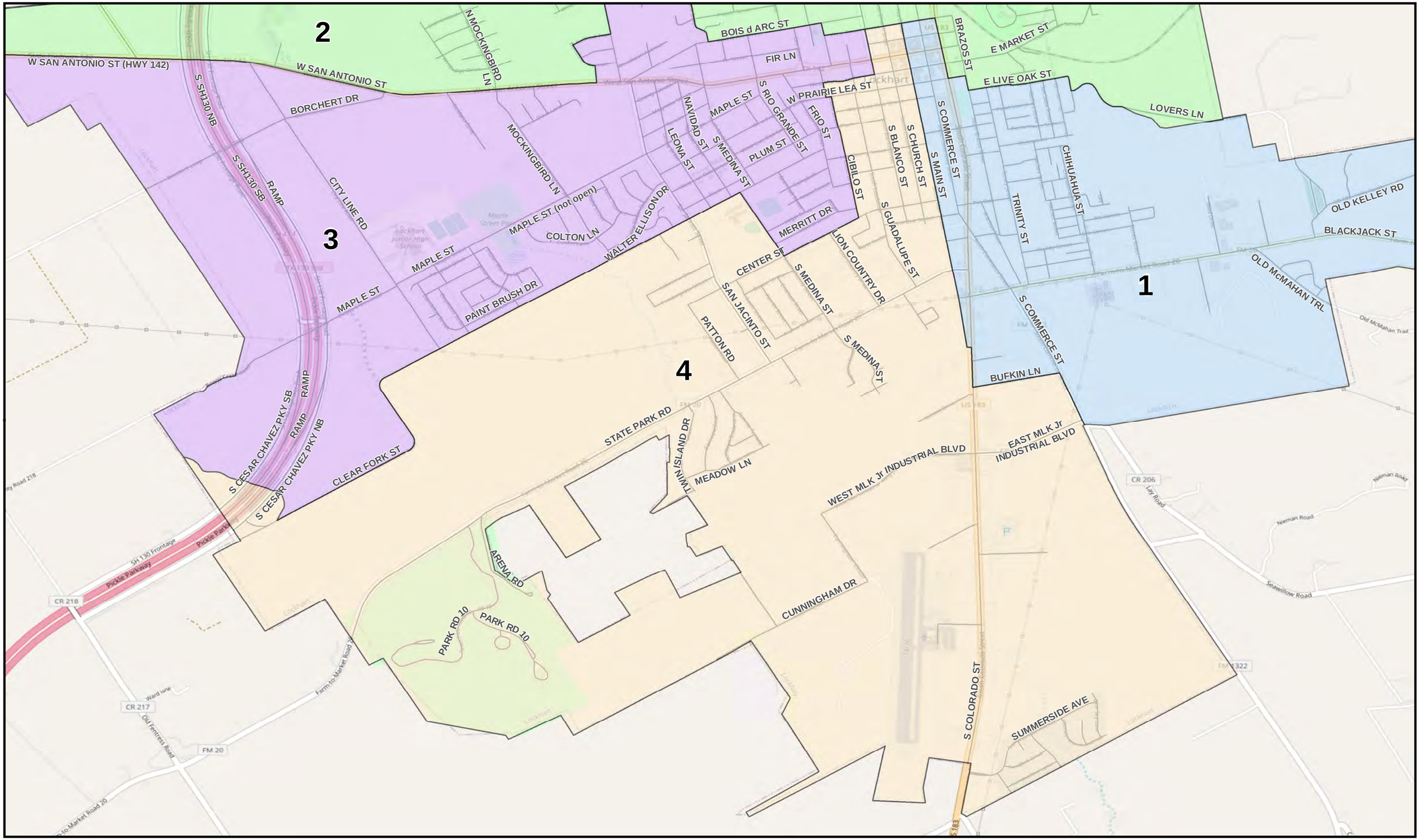
Roads

Council Districts

1 2 3 4

City of Lockhart Council Districts
- Plan A -
Adopted May 3, 2022

© 2022 Bickerstaff Heath Delgado Acosta LLP
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau



N
W E
S

0 800 1,600 3,200
Feet

Created: 3/30/2022

Legend

Roads

Council Districts

1 2 3 4

City of Lockhart Council Districts
- Plan A -
Adopted May 3, 2022

© 2022 Bickerstaff Heath Delgado Acosta LLP
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau

EXHIBIT B

Tables

City of Lockhart Council Districts Plan A - Adopted May 3, 2022

Bickerstaff Heath Delgado Acosta LLP

Demographics Report - Detailed 2020 Census Total Population

District	Persons	Ideal Size	Deviation	Hispanic	Hispanic % of Total Population	ANGLO	Non-Hispanic Anglo % of Total Population	Black	Black % of Total Population	Asian	Asian % of Total Population	AM Indian Native	IND / NAT % TOT Pop.	Haw Pac. Isl.	HAW/ PAC % of Total Pop.	Other	Other % of Total Pop.	Two or More Races	Two or More Races % Tot Pop
1	3,417	3,593	-4.89%	1,906	55.78%	1,049	30.70%	371	10.86%	8	0.23%	7	0.20%	1	0.03%	18	0.53%	57	1.67%
2	3,633	3,593	1.12%	2,402	66.12%	918	25.27%	212	5.84%	23	0.63%	13	0.36%	0	0.00%	9	0.25%	56	1.54%
3	3,586	3,593	-0.19%	1,434	39.99%	1,860	51.87%	112	3.12%	34	0.95%	20	0.56%	0	0.00%	14	0.39%	112	3.12%
4	3,735	3,593	3.96%	1,855	49.67%	1,482	39.68%	235	6.29%	31	0.83%	1	0.03%	1	0.03%	13	0.35%	115	3.08%
TOTAL:	14,371			7,597	52.86%	5,309	36.94%	930	6.47%	96	0.67%	41	0.29%	2	0.01%	54	0.38%	340	2.37%

Ideal Size: 14371 / 4 = 3593

Total Population: 14,371

Overall Deviation: 8.85%

Some percentages may be subject to rounding errors.

City of Lockhart Council Districts Plan A - Adopted May 3, 2022

Bickerstaff Heath Delgado Acosta LLP

Demographics Report - Detailed 2020 Census Voting Age Population

District	Total VAP	Hispanic VAP	% Hispanic VAP	Anglo VAP	% Anglo VAP	Black VAP	% Black VAP	Asian VAP	% Asian VAP	AM IND NATIVE VAP	% AM IND NATIVE VAP	HAW/PAC VAP	% HAW/PAC VAP	Other VAP	% Other VAP	Two or More Races VAP	% Two or more VAP
1	2,813	1,445	51.37%	964	34.27%	337	11.98%	7	0.25%	7	0.25%	1	0.04%	9	0.32%	43	1.53%
2	2,631	1,636	62.18%	747	28.39%	177	6.73%	20	0.76%	11	0.42%	0	0.00%	1	0.04%	39	1.48%
3	2,797	1,014	36.25%	1,569	56.10%	88	3.15%	27	0.97%	20	0.72%	0	0.00%	3	0.11%	76	2.72%
4	2,854	1,312	45.97%	1,257	44.04%	189	6.62%	23	0.81%	1	0.04%	1	0.04%	8	0.28%	62	2.17%
TOTAL:	11,095	5,407	48.73%	4,537	40.89%	791	7.13%	77	0.69%	39	0.35%	2	0.02%	21	0.19%	220	1.98%

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.

City of Lockhart Council Districts Plan A - Adopted May 3, 2022

Bickerstaff Heath Delgado Acosta LLP

Demographics Report - Summary 2020 Census Total Population

District	Persons	Ideal Size	Deviation	Hispanic % of Total Population	Non-Hispanic White % of Total Population	Non-Hispanic Black % of Total Population	Non-Hispanic Asian % of Total Population	Non-Hispanic Other % of Total Population
1	3,417	3,593	-4.89%	55.78%	30.70%	10.86%	0.23%	2.43%
2	3,633	3,593	1.12%	66.12%	25.27%	5.84%	0.63%	2.15%
3	3,586	3,593	-0.19%	39.99%	51.87%	3.12%	0.95%	4.07%
4	3,735	3,593	3.96%	49.67%	39.68%	6.29%	0.83%	3.48%
TOTAL:	14,371			52.86%	36.94%	6.47%	0.67%	3.04%

Ideal Size: 14371 / 4 = 3593

Total Population: 14,371

Overall Deviation: 8.85%

Some percentages may be subject to rounding errors.

City of Lockhart Council Districts Plan A - Adopted May 3, 2022

Bickerstaff Heath Delgado Acosta LLP

Demographics Report - Summary 2020 Census Voting Age Population

District	Total VAP*		Hispanic % of Total VAP	Non-Hispanic Anglo % of Total VAP	Non-Hispanic Black % of Total VAP	Non-Hispanic Asian % of Total VAP	Non-Hispanic Other % of Total VAP
1	2,813		51.37%	34.27%	11.98%	0.25%	2.13%
2	2,631		62.18%	28.39%	6.73%	0.76%	1.94%
3	2,797		36.25%	56.10%	3.15%	0.97%	3.54%
4	2,854		45.97%	44.04%	6.62%	0.81%	2.52%
TOTAL:	11,095		48.73%	40.89%	7.13%	0.69%	2.54%

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider Ordinance 2022-18 approving Budget Amendment 67 for the purchase of a new Frazer Type I ambulance for Lockhart EMS through Frazer, Ltd. utilizing the Houston-Galveston Area Council (H-GAC) as the procurement method.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Approval of Bid

BACKGROUND/SUMMARY/DISCUSSION: The new Frazer Type I ambulance will be deployed front-line for medical emergencies in Lockhart and Caldwell County. The ambulance will replace one of the two front-line ambulances in service currently.

The vehicle is a Type I ambulance with a Dodge Diesel F550 cab and chassis, a 12' all-aluminum patient module, back-up camera, LiquidSpring suspension, Mobile Electronic Power Solutions (MEPS) generator, Engel refrigerator, shore power, LED lighting, and horizontal O2 cylinder storage. It is best practice to remove an ambulance from the front-line to reserve after 5 years or approximately 150,000 miles. In reserve for up to 5 additional years or over 200,000 total miles, it is then replaced with a new ambulance or the patient module is remounted on a new cab and chassis. Lockhart EMS typically has four ambulances in it's fleet, two front-line and two in reserve. One of the four is currently in the process of a remount and the other three ambulances all have over 200,000 miles and are at least 5 years old.

Medic 1 (2016) is currently at Siddons-Martin waiting on a cab and chassis for its remount. It was approved by the City Council on July 6, 2021, but due to shortage of inventory, it has not been completed. The estimated delivery is late summer 2022.

The total cost to purchase the Type I ambulance as the specifications are written is $246,794. Once the ambulance is completed, the city will have to arrange for it to be transported to Lockhart from the Houston Frazer manufacturing plant.

A powered loading system and cot is being purchased from Stryker for this Frazer Type I ambulance in a separate agenda item.

PROJECT SCHEDULE (if applicable): The new ambulance is scheduled for delivery in late May 2022 and the powered loading system and cot are expected to be delivered in late June 2022 to Lockhart and will be installed locally.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

AMOUNT & SOURCE OF FUNDING:
Funds Required: $123,397.00
Account Number: 570-5319-906-00
Funds Available: $1,108,108
Account Name: EMS Fund - Capital Outlay

FISCAL NOTE (if applicable): Since this is an unbudgeted item, City Council is required to approve a budget amendment to the 2022-2023 Annual Operating Budget in the amount of $123,397.00. This amount reflects one-half of the total cost of capital. The County Judge has indicated financial support of one-half of the purchase from Caldwell County tentative to approval from the Caldwell County Commissioner's Court. Budget amendment 67 will increase the current budget to cover costs for the purchase of the Frazer ambulance and the Stryker powerlift.

PREVIOUS COUNCIL ACTION: Previously, on July 6, 2021, council approved a powered loading system and powered cot through Stryker Medical for Lockhart EMS Medic 3, and an ambulance remount for Medic 1 through Siddons-Martin Emergency Group utilizing Houston-Galveston Area Council (H-GAC).

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends purchasing the Frazer Type I ambulance for Lockhart EMS.

LIST OF SUPPORTING DOCUMENTS: ORDINANCE 2022-18 EMS ambulance and powerload, Budget amendment 67, Letter of Agreement, Lockhart Frazer Quote #2976

ORDINANCE 2022-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2022 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; RE-APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN BUDGET AMENDMENT NO. 67; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Lockhart, Texas has submitted to the Mayor and City Council a proposed amendment to the budget of the expenditures/expenses of conducting affairs of said city and providing a complete financial plan for Fiscal Year 2022; and

WHEREAS, the City Manager has requested a budget amendment to the EMS Fund; and

WHEREAS, the Mayor and Council concur with the recommendation for the City Manager and staff that the budget amendment be processed to reflect the proper expense accounts within the EMS Fund, and

NOW, THEREFORE, be it ordained by the City Council for the City of Lockhart, Texas:

That Ordinance 2022-18 is hereby adopted amending the EMS Fund Budget for Fiscal Year 2021-2022 as the same are contained in Budget Amendments 67, which are attached hereto and incorporated herein for all purposes.

This Ordinance shall be and remain in full force and effect from and after its final passage and publication in accordance with existing statutory requirements.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 3rd DAY OF MAY, 2022.

CITY OF LOCKHART

_____
Lew White, Mayor

Attest:

_____
Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Monte Akers, City Attorney

CITY OF LOCKHART
BUDGET AMENDMENT FORM
Amendment No. 67

EXPENSES	ACCOUNT NO.	Adopted Budget	Current Amendment	Total Budget after Current Amendment
Frazer ambulance and power lift purchase	570-5319-906-00	$0.00	$152,713.00	-$152,713.00
				0.00
			$152,713.00	-$152,713.00

REVENUES	ACCOUNT NO.		AMOUNT	
				$0.00
			-	$0.00
				$0.00

REASON FOR AMENDMENT
One-half cost of purchase of Frazer ambulance and Stryker powerlift.

REQUESTED BY: 4/27/22
DATE

APPROVED BY:
DATE

POSTED
FINANCE DATE

Lockhart

Letter of Agreement

Vendors and addressed to be inserted below:

Houston Mac Haik Dodge Chrysler Jeep, Ltd. - 11000 I-45 North Freeway Houston, TX 77037

This LETTER OF AGREEMENT made this 19th day of April between Houston Mac Haik Dodge Chrysler Jeep, Ltd having a place of business located at 11000 I-45 North Freeway Houston, TX 77037 ("Vendor") and Lockhart EMS having a place of business at 214 Bufkin Lane Lockhart, TX 78664 ("Customer").

WHEREAS, Vendor desires to sell and Customer desires to purchase certain products, and/or services more specifically described in Quote Q2976-0001 dated April, 19, 2022 for the total amount of $245,667.00 (hereafter "Products"),

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. Vendor agrees to sell, and customer pick up, and Customer shall purchase from Vendor, the Products for the prices as set forth in detail on Quote 2976-0001.

2. The sale of the Products is governed by the terms and conditions set forth on Exhibit A, which is attached hereto and made a part hereof.

3. The Term of this Agreement shall commence on April 19th, 2022, and expire 1 year from execution date.

4. If the parties have entered into any additional covenants, promises, terms and conditions not otherwise specified herein or in any schedule or Exhibit hereto, said special provisions shall be set forth in Exhibit A. If there shall be any conflict within the provisions of this Agreement, the following order of priority shall apply: this LETTER OF INTENT, Exhibit A, Customer's purchase order, Vendor's invoice.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written.

Customer Department Name

Sign: _____

Print: Steve Lewis

Title: City Manager

Date: 04/21/2022

Houston Mac Haik Dodge Chrysler Jeep, Ltd.

Sign: _____

Print: _____

Title: _____

Date: _____

LIST OF EXHIBITS:

EXHIBIT A: Standard Terms and Conditions

EXHIBIT A

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120-day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston,TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such

failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a $350 fee per change order made in a 24-hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: To the extent allowed but law, Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

To the extent allowed but law, Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall

notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed $1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed $4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

Customer Quote

4/25/2022 2:52:56 PM

Estimate No:	Q2976-0001
Quote Date:	4/25/2022
Expiration Date:	4/25/2022
Salesperson:	AF

Invoice To: 11552
Lockhart EMS
214 Bufkin Lane
Lockhart TX 78664

Deliver To:
Lockhart EMS
214 Bufkin Lane
Lockhart TX 78664

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount	
1			1.00000000	EA	182,594.00000	182,594.00	USD
	MODULE						
		Type I 12' Module					
2			1.00000000	EA	63,000.00000	63,000.00	USD
	CHASSIS						
		2022 RAM 5500 Diesel					
3			0.00000000	M	0.00000	0.00	USD
	DELIVERY						
		Customer to Pick Up FOB Frazer					
4			1.00000000	EA	200.00000	200.00	USD
	14109						
		Regulator-Oxygen, Preset 50 PSI, 90 deg					
5			1.00000000	EA	1,000.00000	1,000.00	USD
	HGAC-NEW						
		Contract No. AM10-20					
6			1.00000000	EA	0.00000	0.00	USD
	SpecDoc						
		Configurable item to create the SpecDoc					

Sale Amount:	246,794.00
Order Disc(0.0000%):	0.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	246,794.00

Customer Quote

4/25/2022 2:52:56 PM

Estimate No:	Q2976-0001
Quote Date:	4/25/2022
Expiration Date:	4/25/2022

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount
		Due on Delivery				

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For your convenience, all pricing has been itemized below per quote Q2976-0001 for Lockhart EMS

Base Module	$	119,244.00
Chassis Exterior	$	21,375.00
Module Exterior	$	25,500.00
Chassis Interior	$	3,825.00
Module Interior	$	12,650.00
Total	**$**	**182,594.00**

Items included in above totals:

1. Type I 12' Module	$	incl
2. This is a CAAS Unit	$	incl
Chassis Exterior:		
3. Heat Shielding for Diesel Chassis	$	1,750.00
4. Chassis Options: OEM back-up camera; 8" in-dash monitor	$	incl
5. Chassis : 2022 RAM 5500, Diesel, 4x2, Regular Cab, 84" Cab to Axle, Dodge White (PW7)	$	incl
6. Suspension: LiquidSpring	$	13,550.00
7. Wheel type: Factory Aluminum	$	incl
8. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	$	325.00
9. Road Force Elite tire and wheel balancing	$	incl
10. Chassis Steps: ArcRite with Sure Grip	$	1,175.00
11. Grille Guard: Full Replacement Bumper	$	1,525.00
12. 10" and 12" Air Horns	$	1,250.00
13. Compressor Type: Standard	$	725.00
14. Switching Options: Momentary	$	100.00
15. Window Tint (35% VLT) on Chassis Doors	$	325.00
16. Passenger's side Grille Light: Whelen M4 Red Light	$	incl
17. Driver's side Grille Light: Whelen M4 Red Light	$	incl
18. Passenger's side Intersect Light: Whelen M4 Clear Light	$	incl
19. Driver's side Intersect Light: Whelen M4 Clear Light	$	incl
20. Driver Fender Light: Whelen M4 Red Light	$	325.00
21. Passenger Fender Light: Whelen M4 Red Light	$	325.00
Chassis Exterior Subtotal	**$**	**21,375.00**
Module Exterior:		
22. Power Source: MEPS	$	16,500.00

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23. Module Paint Layout: White - Frazer White (Frazer White)	$	incl
24. Frazer Provided Graphics	$	3,000.00
25. Body Drop on the Passenger's Side Forward of Rear Wheels	$	incl
26. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	$	250.00
27. Shore Power: Single 30 Amp on Front Wall	$	incl
28. Pigtail/Plug Option: Pigtail	$	incl
29. Install Ignition Kill Switch	$	325.00
30. Coax 1: Run coax from location 1 to Chassis	$	incl
31. Coax 2: Run coax from location 2 to Electrical Compartment	$	incl
32. Coax 3: Run coax from location 3 to Electrical Compartment	$	incl
33. Coax 4: Run coax from location 4 to Electrical Compartment	$	incl
34. Front Wall Light Layout: Middle 5 Lights	$	incl
35. Front Wall Light #1: Whelen M6 Clear Light	$	incl
36. Front Wall Light #2: Whelen M6 Red Light	$	incl
37. Front Wall Light #3: Whelen M6 Clear Light	$	incl
38. Front Wall Light #4: Whelen M6 Red Light	$	incl
39. Front Wall Light #5: Whelen M6 Clear Light	$	incl
40. Front Wall Driver Side Box Light: Whelen M9 Red Light	$	150.00
41. Front Wall Passenger Box Light: Whelen M9 Red Light	$	150.00
42. Driver Wall Front Box Light: Whelen M9 Red Light	$	150.00
43. Driver Wall Rear Box Light: Whelen M9 Red Light	$	150.00
44. Driver Wheel Well Light: Whelen M6 Red/Clear Light	$	100.00
45. Scene Light Option: Spectra SPA900	$	incl
46. O2 Compartment Style: Laydown O2 with Adjustable Shelf	$	incl
47. O2 Rollers for an H Cylinder	$	incl
48. 2 high D Cylinder Holder in the O2 Compartment Next to Laydown	$	200.00
49. O2 Cylinder Changing Wrench	$	100.00
50. Electrical Compartment Style: Standard Electrical Compartment	$	incl
51. Lower Storage Style: Standard Lower Storage	$	incl
52. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well	$	incl
53. Dometic Self-Contained A/C with Exhaust Fan	$	incl
54. Rear Storage Compartment Style: Rear Storage with divider and shelf with I/O access	$	575.00

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55. Module Window Option: Sliding Window	$	incl
56. Upper Rear Wall Light Layout: 3 Across	$	incl
57. Upper Light #1: Whelen M6 Load Light	$	incl
58. Upper Light #2: Whelen M6 Amber Light	$	incl
59. Upper Light #3: Whelen M6 Load Light	$	incl
60. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	$	incl
61. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	$	incl
62. Lower Light #3: Whelen M6 Amber Light	$	incl
63. Lower Light #4: Whelen M6 Amber Light	$	incl
64. Rear Wall Driver Box Light: Whelen M9 Red Light	$	150.00
65. Rear Wall Passenger Box Light: Whelen M9 Red Light	$	150.00
66. Rear Backboard: No Shelf	$	incl
67. Lower BTTs: 2 Grote Lights on each side	$	incl
68. Rear Bumper	$	incl
69. Door Grabbers	$	incl
70. License Plate Light	$	incl
71. Passenger Wall Front Box Light: Whelen M9 Red Light	$	150.00
72. Passenger Wall Rear Box Light: Whelen M9 Red Light	$	150.00
73. Passenger Wheel Well Light: Whelen M6 Clear/Red Light	$	100.00
74. Passenger Scene Light Activated with Side Entry Door	$	350.00
75. Interior Step Option: Double Step Well	$	incl
76. Passenger Rear Compartment Style: Passenger Side Storage Compartment	$	incl
77. Door Locks on Entry Doors and Front I/O	$	1,600.00
78. Gas Hold Open on All Compartments	$	1,200.00
Module Exterior Subtotal	**$**	**25,500.00**

Chassis Interior:

79. Siren Speakers: Whelen SA 315 Speakers	$	incl
80. Tap-2 on Primary Siren	$	incl
81. Siren Option: Whelen C9 Siren in Console	$	incl
82. Mic 1 on passenger's side slot 1	$	incl
83. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	$	incl
84. Slot 1: Double Slot Switch Panel	$	incl
85. Slot 2: Joined with 1	$	incl

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86. Slot 3: Siren 1	$	incl
87. Slot 4: Radio Plate: 7.5 L X 2.5 W opening dims	$	incl
88. Slot 5: Double Blank Insert	$	200.00
89. Slot 6: Joined with 5	$	incl
90. Kussmaul USB at Console	$	250.00
91. Console Switch Layout : Primary - Secondary - Air Horn - Blank - Blank - Blank - Kussmaul USB - Rear Load - Interior Lights - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Blank -	$	incl
92. New Armrest	$	250.00
93. Console Layout: 6-Slot Console	$	incl
94. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	$	200.00
95. Rear of Console: Single Mapholder	$	250.00
96. Chassis Rear Wall: 3 High Glove Box Holder	$	250.00
97. Camera System: Voyager 7" Monitor with Back-Up Camera	$	1,875.00
98. White Back-up Camera	$	incl
99. Tremco Anti-Theft System	$	550.00
Chassis Interior Subtotal	**$**	**3,825.00**

Module Interior:

100. Protek Cushions	$	incl
101. Gunmetal Grey Interior	$	incl
102. Stainless Steel Countertops	$	incl
103. Safety Yellow Powdercoated Grab Rails	$	200.00
104. Front I/O with Lexan Doors	$	incl
105. Quad Outlet in the Front I/O	$	incl
106. Module Heater : New	$	1,000.00
107. 15 Qt. Engel Fridge	$	1,050.00
108. Duplex Outlet on the Front Wall	$	incl
109. Duplex Outlet in the Front Corner Area	$	200.00
110. Netting at the Front Corner Area	$	incl
111. Double Locking Aluminum Drug Box	$	375.00
112. Location 1: 4 Switch w/Thermostat	$	incl
113. Location 2: Single O2 Outlet	$	incl
114. Location 3: 12VDC wired Ignition	$	150.00
115. Location 4: Dual USB receptacles	$	250.00

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116. Location 6: Suction	$	incl
117. Location 7: Quad 120 VAC	$	incl
118. Location 8: None	$	incl
119. Location 9: Blank	$	incl
120. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Module Heater - Hi/Off/Low;	$	incl
121. Technimount LP-15 Monitor Mount (Heavy Duty) on the Action Wall Countertop	$	1,700.00
122. Sharps Container at Action Wall	$	incl
123. Acrylic Holder at the Action Wall Cabinet	$	incl
124. New 6pt Harness at the CPR Seat	$	600.00
125. Acrylic Holder Aft CPR Seat	$	incl
126. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	$	incl
127. Two Seating Positions at the Squad Bench - 1 and 2	$	incl
128. Harness Type for Seat Position 1: New 6pt Harness	$	600.00
129. Harness Type for Seat Position 2: New 6pt Harness	$	600.00
130. 22 Pocket Acrylic Holder	$	725.00
131. New Glove Box & Handrail at the Head of the Squad Bench	$	325.00
132. Trashcan With Lid at the Head of the Squad Bench	$	incl
133. O2 Outlet at the Squad Bench Wall	$	incl
134. O2 Outlet in Ceiling Raceway	$	375.00
135. IV Hanger on Ceiling Raceway	$	incl
136. Overhead Grabrails on Both Sides	$	250.00
137. IV Hanger on Squad Bench Ceiling	$	incl
138. Head knocker options: With Clock only	$	525.00
139. Stryker cot tower only (no antler and bar)	$	incl
140. Floor Options: Stryker Floor Track Only (for Power-LOAD) - Gen 2	$	2,900.00
141. Loncoin II Onyx Floor	$	incl
142. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	$	825.00
Module Interior Subtotal	**$**	**12,650.00**
143. Temporary Supply Chain Surcharge	$	12,344.00

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Email this quote along with your PO

to Adam Fischer at afischer@frazerbilt.com

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Mac Haik Dodge Chrysler Jeep.

Mac Haik Dodge Chrysler Jeep
11000 I - 45 North Freeway
Houston TX 77037

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston,TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a $350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase

Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed $1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed $4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider the purchase of a powered loading system and powered cot through Stryker Medical to be installed in a new Frazer Type I ambulance being purchased for Lockhart EMS.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Approval of Bid

BACKGROUND/SUMMARY/DISCUSSION: The "powered loading and cot system" is a method for managing the stretcher during loading and unloading in the ambulance, while increasing the safety of the patient and personnel. The powered loading system (Stryker MTS Power Load) and the powered ambulance cot (Stryker Power-PRO XT MTS) are for a new Frazer ambulance being purchased for Lockhart EMS. The cost includes the maintenance and service agreement for the powered loading system and cot. The powered loading and cot system is currently used on other Lockhart EMS ambulances and is the sole resource of Stryker Medical.

The cost for the powered loading and cot system plus maintenance agreements is $58,131.04 plus approximately $500 to install by a separate vendor for a total of $58,631.04.

PROJECT SCHEDULE (if applicable): The new ambulance is scheduled for delivery in late May 2022 and the powered loading system and cot are expected to be delivered in late June 2022 to Lockhart and will be installed locally.

AMOUNT & SOURCE OF FUNDING:
Funds Required: $29,315.52
Account Number: 570-5319-906-00
Funds Available: $401,893.00
Account Name: Capital Outlay

FISCAL NOTE (if applicable): Since this is an unbudgeted item, City Council is required to approve a budget amendment to the 2022-2023 Annual Operating Budget in the amount of $29,315.52. This amount reflects one-half of the total cost of capital. The County Judge has indicated financial support of one-half of the purchase price, tentative upon approval from the Caldwell County Commissioner's Court.

A budget amendment has been combined with the purchase of the Frazer ambulance and is contingent on City Council approval of the purchase.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

PREVIOUS COUNCIL ACTION: Previously, on July 6, 2021, council approved a powered loading system and powered cot through Stryker Medical for Lockhart EMS Medic 3, and an ambulance remount for Medic 1 through Siddons-Martin Emergency Group utilizing Houston-Galveston Area Council (H-GAC).

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the purchase of the powered loading and cot system for the new Frazer ambulance being purchased.

LIST OF SUPPORTING DOCUMENTS: Lockhart EMS_Powered System Quote 4-21-22, Power System Brochure, Stryker EC Sole Source Letter all products

stryker

Powered System

Quote Number:	10521874	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CITY OF LOCKHART	Rep:	Jordan Costello
	Attn:	Email:	jordan.costello@stryker.com
		Phone Number:	
		Mobile:	512-673-.0636
Quote Date:	04/21/2022		
Expiration Date:	07/20/2022		

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	CITY OF LOCKHART	Name:	CITY OF LOCKHART	Name:	CITY OF LOCKHART
Account #:	1193956	Account #:	1193956	Account #:	1193956
Address:	214 BUFKIN LN	Address:	214 BUFKIN LN	Address:	214 BUFKIN LN
	LOCKART		LOCKART		LOCKART
	Texas 78644		Texas 78644		Texas 78644

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550003	MTS PWLD EXCLUDES FLOOR PLATE	1	$23,105.00	$23,105.00
2.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	1	$21,960.14	$21,960.14
				Equipment Total:	$45,065.14

ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
3.1	76011PT	ProCare Power-LOAD Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for MTS PWLD EXCLUDES FLOOR PLATE	6	1	$7,778.40	$7,778.40
3.2	71061PT	ProCare Power-PRO Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	5	1	$5,287.50	$5,287.50
				ProCare Total:		$13,065.90

stryker

Powered System

Quote Number:	10521874	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CITY OF LOCKHART	Rep:	Jordan Costello
	Attn:	Email:	jordan.costello@stryker.com
		Phone Number:	
		Mobile:	512-673-.0636
Quote Date:	04/21/2022		
Expiration Date:	07/20/2022		

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$0.00
Grand Total:	$58,131.04

Prices: In effect for 90 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at https://www.strykeremergencycare.com/terms.

stryker

Powered
loading system

Reduce the risk of injuries when loading and unloading cots

Being an EMS worker is a demanding job, both physically and emotionally. The repetition of loading and unloading cots in and out of an ambulance day after day can take its toll on the body.

Power-LOAD® powered fastener system

Injury reductions

100%

reduction in cot related injuries saved one service $545,500 in 4.5 years.[4]

99%

of those surveyed agree our Powered System has made their job easier.[5]

Adverse cot events reduced

96%

by one service with the assistance of the Power-LOAD cot fastener system and Power-PRO XT cot.[6]

1 in 4

1 in 4 EMS workers will suffer a career ending back injury within their first four years in the field[1]. The number one cause – Lifting. Our Power-PRO XT powered ambulance cot utilizes a battery-powered hydraulic system effectively raising and lowering a cot at the touch of a button. Use of the Power-PRO XT has proven to reduce spinal loading, resulting in reduced injuries, lost or modified workdays and Workers' Compensation costs, and increased recruitment and retention.

Power-PRO® XT
powered ambulance cot

X-Restraint Package
Meets SAE J3027 dynamic crash test safety standards.

Proven to save guarantee[2,3]

100% reduction in missed safety hooks

At Stryker we stand behind our products. For qualifying purchasers[2], upon standardization, Stryker offers a program that guarantees at least a **50% reduction** in cot-related injuries pertaining to raising, lowering, loading and unloading cots and **100% reduction** in missed safety hooks while unloading cots with the Power-PRO and Power-LOAD in full power operation. If not, Stryker will refund the price paid for the Power-PRO cots and Power-LOAD cot fastening systems.[3]

50% reduction in cot related injuries

Power-PRO® XT

Specifications

Model Number	**6506**
Height[1] (infinite height positioning between lowest and highest position)	
Highest Position	41.5 in. (105 cm)
Lowest Position	14 in. (36 cm)
Length	
Standard	81 in. (206 cm)
Minimum	63 in. (160 cm)
Width	23 in. (58 cm)
Weight[2]	125 lb (57 kg)
Wheels	
Diameter	6 in. (15 cm)
Width	2 in. (5 cm)

Articulation	
Backrest	0–73°
Shock Position	+15°
Optional Knee Gatch	30°
Maximum Weight Capacity[3]	700 lb (318 kg)
Minimum Operator Required	
Occupied Cot	2
Unoccupied Cot	1
Recommended Fastener System	
Power-LOAD	Model 6390
Floor Mount	Model 6370 or 6377
Wall Mount	Model 6371
Recommended Loading Height[4]	Up to 36 in (91 cm)

[1] Height measured from bottom of mattress, at seat section, to ground level.

[2] Cot is weighed with one battery pack, without mattress and restraints.

[3] 700 lb weight capacity with an unassisted lift capacity of 500 lb (Cot loads over 300 lb (136 kg) may require additional assistance to meet the set cot load height).

[4] Can accommodate load decks up to 36 in. Load height can be set between 26 in and 36 in.

Stryker reserves the right to change specifications without notice.

The Power-PRO XT is designed to conform to the Federal Specification for the Star-of-Life Ambulance KKK-A-1822.

The Power-PRO XT is designed to be compatible with competitive cot fastener systems.

Meets dynamic crash standards with Power-LOAD cot fastening system (AS/NZS-4535, BS EN-1789 and SAE J3027 with X-restraints) and Performance-LOAD cot fastening system (SAE J3027 with X-restraints).

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: **Performance-LOAD, Power-LOAD, Power-PRO, Stryker,** . All other trademarks are trademarks of their respective owners or holder.

The yellow and black color scheme is a registered trademark of Stryker Corporation

Power-LOAD®

Specifications

Model Number	6390
Length	
Overall length	95 in (241 cm)
Minimum length	89.5 in (228 cm)
Width	24.5 in (62 cm)
Weight	
Total weight	211.5 lb (96.5 kg)
Floor plate assembly	16.5 lb (7.5 kg)
Anchor assembly	23 lb (10.5 kg)
Transfer assembly	67 lb (30.5 kg)
Trolley assembly	105 lb (48 kg)

Maximum weight capacity*	700 lb (318 cm)
Minimum operator required	
Occupied cot	2
Unoccupied cot	1
Recommended loading height 22 in to 36 in (56 cm to 91 cm)	
Battery (6390-001-468)	12 VDC, 5 Ah lead acid battery

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: **Flex Financial, Performance-PRO, Power-LOAD, Power-PRO, ProCare, SMRT, Stryker**. All other trademarks are trademarks of their respective owners or holder.

*Maximum weight capacity represents patient weight and assessories. Safe working load of 870 lb (395 kg) represents the sum of the cot total weight and patient.

The Power-LOAD Cot Fastener System is designed to conform to the Federal Specification for the Star-of-Life Ambulance KKK-A-1822.

1. Sanders, Mick J. (2011) Mosby's Paramedic Textbook (4th ed., p. 36)
2. Please contract your sales representative to see if you qualify for the EMS Guarantee.
3. Subject to the terms and conditions of EMS proven to save.
4.Reference: Stryker (2018). EMSStat – Norman Regional Health System Case Study (Case Study on Power-PRO XT cots and Power-LOAD cot fastening systems). Retrieved from: http://ems.stryker.com
5 Reference: Stryker. (2012). Superior Ambulance Case Study [Case Study on Power-PRO XT cots]. Retrieved from: http://ems.stryker.com
6.Emergency Medical Services Authority. (2015). Risk Reduction Success Story: Utilization of the Stryker Power-LOAD Cot Fastener System in the EMSA System. Tulsa, Oklahoma and Oklahoma City, Oklahoma: Emergency Medical Services Authority. *Data provided by EMSA

3800 E. Centre Avenue
Portage, MI 49002 USA
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toll free: 800 327 0770

ems.stryker.com

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To whom it may concern:

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New Emergency Relief Patient Cover
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR® coaching devices
- CODE-STAT™ data review software and service
- Power-PRO XT ambulance cot
- Performance-PRO XT ambulance cot
- Power-LOAD cot fastener
- Stair-PRO stair chair
- Performance-LOAD cot fastener
- LIFEPAK CR2 automated external defibrillator
- LIFEPAK CR Plus automated external defibrillator
-

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.net® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe Solution℠ Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

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Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFEPAK, LUCAS, TrueCPR, CODE-STAT, RELI, LIFENET, HealthEMS, HomeSolutions.net, Heart Safe Solution, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Emergency Care
11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider proposed *Texas Monthly* 2022 BBQ World's Fair Event Sponsorship Agreement for the November 5 - 6, 2022 Texas Monthly BBQ World's Fair Event.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On January 18, 2022, City Council approved a proposal from *Texas Monthly* to host the Texas Monthly 2022 BBQ World's Fair in Lockhart on November 5 - November 6, 2022. Since 2009, *Texas Monthly* has brought together BBQ enthusiasts at a BBQ festival held at the Long Center in Austin. As the event has evolved and grown, *Texas Monthly proposed* to relocate the festival to the Barbecue Capital of Texas: Lockhart. The event will be a 2-day weekend festival. Starting on Saturday, November 5, 2022 in the downtown area. The second day of the festival will be held at City Park. The City will contribute up to $25,000 of in-kind services including permitting assistance, emergency personnel staffing, use of the downtown streets and City Park, barricades and staffing for street closures, shuttle transportation, utilities, etc.

Preparations for the November event have kicked off with *Texas Monthly* holding informational meetings with both Chambers, the Downtown Business Association, and several local businesses.

Texas Monthly has offered Lockhart the opportunity of an event sponsorship for $28,700 to promote Lockhart with both print and video packages. The sponsorship fee includes $20,000 for one interactive visual storytelling feature and $8,700 for one full-page brand ad in *Texas Monthly* magazine.

The proposed sponsorship agreement specifies event details and the City's in-kind service contributions, as well as the opportunity for the event sponsorship.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required: $28,700.00
Account Number: 100-5101-724-00
Funds Available: $26,000
Account Name: Promotions

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

FISCAL NOTE (if applicable): The Annual Operating Budget for FY 2023 has a promotional line item for the Lockhart Grand Prix which has officially been cancelled. Council action can redirect these funds.

Uncommitted funds from the Hotel/Motel Fund are in excess of $38,000 that can be used to fund some or all of these events.

PREVIOUS COUNCIL ACTION: January 18, 2022: approval of holding event in Lockhart on November 5 - 6, 2022, and directed staff to report progress and details of the event.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: City staff respectfully requests direction from City Council.

LIST OF SUPPORTING DOCUMENTS: History: January 18, 2022 Council Agenda Cover Sheet, History: Letter from Texas Monthly, History: January 18, 2022 Presentation, Event Sponsorship Agreement - Texas Monthly 2022 BBQ World's Fair

HISTORY

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Discussion and presentation by *Texas Monthly* regarding holding a BBQ Fest in Lockhart in 2022.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

Since 2009, *Texas Monthly* BBQ Fest has brought together BBQ enthusiasts to a major event at the Long Center in Austin. As this event has evolved and grown, *Texas Monthly* is seeking a new long-term home for this event in Lockhart and adding a new day to the festival billed as the BBQ World's Fair.

The event is slated for November 5-6. 2022 to be held on the Courthouse Square and City Park. It is expected the event will draw 5,000 attendees on Saturday (open to public) and 4,000 attendees on Sunday (ticketed). *Texas Monthly* will provide planning, production, staffing, marketing, ticketing, services and sponsorships.

The City is being requested to financially assist in this multi-day event by contributing the equivalent of $25,000 of in-kind services .

The City may also have the opportunity to consider an event sponsorship which could promote Lockhart with either print or video packages via HOT funding this year.

Attached is a cover letter and presentation describing this festival and request for City support.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

HISTORY

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: City staff supports this request to not exceed $25,000 in in-kind and special services.

Should this request be approved, the City and *Texas Monthly* will develop the standard agreement (including street closures) for Council consideration and adoption.

LIST OF SUPPORTING DOCUMENTS: Letter from Texas Monthly, Presentation.

TexasMonthly

Friday, January 14, 2022

Dear Lockhart City Council,

Texas Monthly is thrilled at the opportunity to partner with your city—the world's capital of BBQ—on our annual *Texas Monthly* BBQ Fest. For more than a decade, this event has attracted thousands of barbecue fanatics from all over the state and world.

Since 2009, the festival has been hosted in downtown Austin, but as the event has evolved and grown, we are seeking a new long-term home for the event and its future.

The city of Lockhart is home to a storied barbecue legacy. By relocating the festival's flagship event (featuring *Texas Monthly* Top 50 BBQ joints)—and adding a new day to the festival billed as the BBQ World's Fair—we hope to celebrate this history and integrate it into the event's narrative.

The BBQ World's Fair will celebrate the big, wide world of barbecue, from its roots in Central Texas to the far reaches of the globe. We envision a colorful, inclusive community event that showcases many different aspects and flavors of barbecue, the people who contribute to its craft and culture, and the people who love to eat it.

As we work to plan the event, we are excited to collaborate with members of your staff and business community. It is our goal to be additive to the Lockhart community in a way that benefits as many as possible.

Thank you for your time and attention during this process.

Sincerely,

Melissa Reese
Director of Video & Events, *Texas Monthly*

P.O. BOX 1569 • AUSTIN, TEXAS 78767-1569 • PHONE: 512-320-6900 • FAX: 512-476-9007

Texas Monthly BBQ FEST

2022 EVENT PROPOSAL

City of Lockhart

Texas Monthly
BBQ FEST

EVENT OVERVIEW

THE ULTIMATE EVENT FOR TEXAS BBQ

What: Since 2009, *Texas Monthly* BBQ Fest has brought together the top barbecue joints from across Texas for the ultimate celebration of 'cue in the state's capital. Historically, the festival includes a few smaller, exclusive food events hosted at local joints, culminating in a large bash featuring 30+ barbecue joints on the lawn of the Long Center.

When: Late October – Early November

Who: 4,000 Total Attendees

Splash: Generates Over 200 Million Unique Monthly Views

A NEW TOP 50

With the release of a new and exciting Top 50 list, we're setting our sights on something ambitious for 2022.

Texas Monthly
BBQ FEST

A NEW CITY PARTNER

This is where the BBQ Capital of Texas comes in...

Texas Monthly
BBQ FEST

FUTURE PLANS

GOALS FOR THE FUTURE OF BBQ FEST

- Create Longterm Home for BBQ Fest and Our Top 50 BBQ Joint Event
- Introduce *NEW* Community Event that Celebrates Big, Wide World of BBQ—The "BBQ World's Fair"
- Strengthen Partnership with Feeding Texas & Community Give-Back Component
- Create Beneficial Opportunities for Local Businesses & Organizations

Texas Monthly
BBQ FEST

EVENT OVERVIEW

BUILDING A NEW HOME AND PARTNER FOR BBQ FEST

What: BBQ Fest Weekend in the BBQ Capital of Texas, possibly growing into long-term mutually beneficial partnership.

- **Friday:** Possible Kickoff Party* with community partner (Evening)
- **Saturday:** BBQ World's Fair in Downtown Lockhart (TBD 12-8p)
- **Sunday:** Top 50 Event in City Park (12-4p)

When: November 5-6, 2022

Who: 5,000 Saturday Attendees (Open to Public) / 4,000 Sunday Attendees (Ticketed)

***Texas Monthly* Would Secure:** Planning, production, staffing, marketing, ticketing, sponsorships

**Dependent on if a sponsor underwrites this event*

Texas Monthly
BBQ FEST

EVENT OVERVIEW

BBQ WORLD'S FAIR IN THE BBQ CAPITAL OF THE WORLD

The "BBQ World's Fair" will showcase barbecue fusion, international flair, out-of-state pitmasters, live expositions, music, and a variety of vendors tied to the world of 'cue. Open-to-the-public with ticketed BBQ vendors.

- **5 Guest BBQ Vendors (Ex: Out-of-State; BBQ Fusion)**—*Ticketed*
- **Sponsor Tents**—*Activations/Freebies*
- **Market/Expo Vendors (Ex: BBQ Accessories, Handmade Goods, Artists)**—*Cash/Card Payment*
- **Live Music**—*Free to Public*

How can we support/integrate the downtown business the community? What will be most helpful?

Texas Monthly
BBQ FEST

EVENT OVERVIEW

SUPPORT FROM THE CITY

Below is a list of desired services and support, from a city perspective. These costs are currently built into our budget and **estimated between $20-25k.** We ask that our city partner contribute some of these services in-kind, when possible.

- **Permitting:** Street; Fire; Police; Sound; Building; Parking; Help with any county permitting; Etc.
- **Staffing:** Off Duty officers/cars for closure and security; Stand by EMT's; Fire Watch (if needed)
- **Venues:** Help with Parks depo/ costs associated; Help with getting local businesses on board; Access to Utilities
- **Transportation:** Places to park cars; School buses; creating best locations for ride shares; Help with any TXDoT contacts

In addition, the city may consider an event sponsorship, which can have logo inclusions, promotions, and media on *Texas Monthly* platforms to tout Lockhart. Sponsorships start at $50,000 and can be negotiated with in-kind services in mind.

Texas Monthly BBQ FEST

Questions? Comments?

Carolyn Chavana (Business Lead)
Chief Operating Officer, *Texas Monthly*
cchavana@texasmonthly.com

Melissa Reese (Project Lead)
Director of Video & Events, *Texas Monthly*
mreese@texasmonthly.com

Elda Arellano (Sponsorships)
Account Director, *Texas Monthly*
earellano@texasmonthly.com

Neil Maris (Event Production)
neil@duty-now.com

TEXAS MONTHLY 2022 BBQ WORLD'S FAIR

EVENT SPONSORSHIP AGREEMENT

This Event Sponsorship Agreement ("Agreement") is entered into by and between Texas Monthly LLC, a Texas limited liability company ("Texas Monthly") and the City of Lockhart, Texas, a municipality of the State of Texas ("Client"), and governs the terms of Texas Monthly's presentation of the 2022 BBQ World's Fair event at the Lockhart venues described in this Agreement (the "Event") and Client's sponsorship thereof, in each case on the terms provided in this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Events.**

- **Event Description.** This 2-day event comprises (i) a "BBQ World's Fair" - a ticketed, public live showcase of barbecue fusion, international flair, out-of-state pitmasters, live expositions, music, and a variety of vendors tied to the world of barbecue; and (ii) the *Texas Monthly* BBQ Fest – the classic, ticketed BBQ festival that features pitmasters from Texas Monthly's latest quadrennial list of the Top Fifty barbecue joints in Texas.
- **Sponsorship Fee.** In consideration of Texas Monthly's presentation of the Event, Client shall pay Texas Monthly a sponsorship fee of $53,700, comprising the following (i) $25,000 of in-kind support as described below, (ii) a $20,000 cash payment in respect of one (1) interactive visual storytelling feature, and (iii) a $8,700 cash payment in respect of one (1) full page brand ad in *Texas Monthly* magazine per the terms of Exhibit A. 50% of these amounts are payable within ten (10) business days of the execution of this Agreement, with the remaining 50% payable no later than ten (10) business days prior to the Event.
- **Event Details –**
    - Day 1 – *BBQ World's Fair*. This event will be held in downtown Lockhart, Texas on Saturday, November 5, 2022 from 12 p.m. -7 p.m. This is a ticketed, public event, with an estimated 7,000-10,000 attendees.
    - Day 2 - *Texas Monthly BBQ Fest*. This event will be held at City Park in Lockhart, Texas on Sunday, November 6, 2022 from 12 p.m. – 4 p.m. This is a ticketed, public event, with an estimated 4,000 attendees.
    - Client will provide the above venues, and security for each, at no cost to Texas Monthly, as part of its in-kind consideration payable under this Agreement.
    - Event times are subject to mutual agreement of the parties in advance. Map for BBQ World's Fair downtown Lockhart location is depicted in attached Exhibit B.
- **Artist/Presenter lineup and Event content.** Texas Monthly shall be responsible for curating and engaging the line-up of artists/presenters for the Event and shall have sole decision-making authority for the content and curation of the Event.
- **In-Kind Support.** The in-kind support to be provided by Client includes the following:
    - All city permitting (street, fire, police, sound, building, parking, etc.) and assistance with all other permitting requirements for the Event. Street closures for downtown Lockhart requested as follows: interior lanes of the downtown square starting at 5 p.m. on Thursday, November 3, 2022 with the remaining street closures starting at 5 p.m. on Friday, November 4, 2022; all streets to be reopened by 11 p.m. on Saturday, November 5, 2022. TM requests access to City Park for event set up starting at 8 a.m. on Wednesday, November 2, 2022 with exclusive use of the City Park starting at 5 p.m. on Friday, November 4, 2022 through 5 p.m. on Sunday, November 6, 2022. All event material and

equipment to be removed from City Park grounds by 5 p.m. on Tuesday, November 8, 2022.

- Staffing: police officers/cars for closure and security; stand by EMTs; fire watch, if needed. Texas Monthly to work with Client's safety teams to ensure the necessary personnel is onsite.
- Venues: securing access to utilities.
- Transportation: provision of sufficient parking locations with reasonable event access; school buses for attendee transport; creation of ride share locations; facilitation of any TX DOT meetings that may be required. Texas Monthly is envisioning using the High School as the main parking lot and utilizing LISD school buses for transportation to be provided by Client.
- Trash will be managed by Texas Monthly-hired cleaning staff, who will also supply receptacles.
- Texas Monthly will supply portable restrooms at both venues.

- **Texas Monthly Services.** Texas Monthly will provide Client with sponsor logo placement on promotional signage and at the Event, including on digital promotions for the Event. Visual storytelling feature includes 100% share of voice of one interactive feature. One full page brand advertisement in *Texas Monthly* is also included in this sponsorship package.

2. **Term.** The term of this Agreement will commence on the date of the last signature below (the "Effective Date") and, unless earlier terminated as provided herein, will continue in full force and effect until December 31, 2022.

3. **Cancellation.** Either party may terminate this Agreement for any or no reason with not less than one hundred twenty (120) days prior written notice before the Event date, with no further obligations, except that the terminating party shall be obligated to pay or promptly reimburse the other party for any unavoidable costs incurred by the non-terminating party as a consequence of such termination(e.g., guaranteed artist fees). Texas Monthly also retains the right to cancel any portion of or all of the Event at any time for cause, including, without limitation, safety concerns, Client's non-compliance with this Agreement, or for other reasons as set forth herein, after advance notice and opportunity to cure as follows: (a) more than two weeks prior to the Event, the notice and cure period shall be 72 hours; and (b) for the two weeks prior, the notice and cure period shall be 24 hours. Upon termination of this Agreement, all rights granted to Client under this Agreement, including any trademark rights, shall immediately cease. Client acknowledges that failure to comply with its trademark obligations under this Agreement will result in immediate and irreparable harm to Texas Monthly, entitling it to injunctive and any and all other appropriate relief.

4. **Event Revenues.** Texas Monthly shall be entitled to 100% of the proceeds of any third-party sponsorships it procures for the Event.

5. **Event Marketing.** Texas Monthly, at a minimum, will provide (i) six (6) full page print ads promoting the event and one full page print recap ad in *Texas Monthly* magazine, as well as TexasMonthly.com, promoting the Event and including logos of all Event sponsors; (ii) social media and email marketing consisting of four (4) Facebook posts, four (4) Instagram posts, four (4) twitter posts, and four (4) email blasts promoting the event; (iv) a dedicated Facebook event page; (v) an Event page on texasmonthly.com; an (vii) an Event program that includes Event sponsor logos for each day of the Event.

6. **Content Capture.** Texas Monthly shall have the sole and unlimited right to record, stream, photograph or otherwise reproduce or distribute any audio, video or photographs of the Event. Except to the extent otherwise expressly approved in writing by Texas Monthly, Client shall not record, reproduce, or transmit any portion of the Event in any manner or by any means whatsoever, nor permit or cause others to do so; provided, however, that Client may take photographs solely for use on its website, social media platforms, e-newsletters and year-end reporting, so long as no images of artists or performers at the Event are captured within such photography.

7. **Texas Monthly Trademarks.** Texas Monthly authorizes Client to use Texas Monthly's name and logo in connection with, and solely for purposes of, the promotion of the Event. Such use shall strictly comply with any use guidelines provided by Texas Monthly to Client. All rights not licensed herein are explicitly reserved by Texas Monthly.

8. **Compliance with Laws.** Client acknowledges that Texas Monthly reserves the right to impose rules and requirements applicable to the Event and/or the activities of Client in connection with the Event, and Client shall promptly take such corrective action as Texas Monthly may reasonably require in order to maintain and/or conform to any such rules or requirements. Client acknowledges that local, state and federal entities have rules and regulations which may impact activities and promotions during the Festival. Each party shall ensure that its activities under this Agreement comply with all federal, state and local laws, ordinances, codes, rules, and regulations.

9. **Insurance.**

(a) Client will procure and maintain, at its own expense, Commercial General Liability ("CGL") insurance with a combined single limit of not less than $1 million per occurrence and $2 million in the aggregate, which policy must be in full force and effect for the Event and any associated load-in and load-out times before and after the Event. This policy must be taken out in the name of the Client and must specifically identify Texas Monthly LLC, and its officers, employees and agents as additional insureds. No later than thirty (30) days prior to the Event, Presenter shall provide Texas Monthly with proof of such insurance.

(b) Failure of Client to provide proof of liability insurance is grounds for termination of this Agreement by Texas Monthly but does not waive any other rights Texas Monthly has hereunder or otherwise.

(c) CLIENT WAIVES ALL RIGHTS OF SUBROGATION AGAINST TEXAS MONTHLY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS OR EMPLOYEES AND REPRESENTATIVES TO THE EXTENT OF ALL LOSSES OR DAMAGE COVERED BY ANY POLICY OF INSURANCE. CLIENT AGREES TO ADVISE ITS INSURER OF SUCH WAIVER, AND OBTAIN ALL ENDORSEMENTS REQUIRED FOR SUCH WAIVER TO BE EFFECTIVE.

(d) Texas Monthly will procure and maintain, at its own expense, CGL insurance at the same coverage required of Client above.

10. **General Release.** Client expressly releases and discharges Texas Monthly from any and all liabilities for any loss, injury, or damages to any and all person(s) or property that may be sustained by reasons of Client's or its representatives' occupancy of the Event venue.

11. **Indemnification.** Client assumes full responsibility for and, to the extent allowed by law, shall indemnify, defend and hold harmless Texas Monthly and its successors, assigns, parents and subsidiaries, and the officers, directors and employees of each of them, from and against any and all claims, losses, actions, damages, expenses and all other liabilities, including, without limitation, costs and reasonable attorneys' fees arising out of or in connection with (a) any acts or omissions of Client or any of its agents, assigns, contractors or their employees; (b) any of the foregoing parties' unauthorized use of intellectual property, including without limitation, trademarks owned by Texas Monthly, or (c) Client's breach of any obligation, representation or warranty contained in this Agreement. This obligation to indemnify will survive the expiration or termination of this Agreement.

12. **Damages Waiver.** EXCEPT WITH RESPECT TO CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, OR INFRINGEMENT OF TEXAS MONTHLY'S INTELLECTUAL PROPERTY, AND NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES, WHETHER BASED ON CONTRACT, TORT, WARRANTY,

OR OTHER LEGAL OR EQUITABLE GROUNDS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR OTHER PECUNIARY LOSS, ARISING OUT OF THIS AGREEMENT OR THE SERVICES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY.

13. **"As Is" Nature.** EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY PRODUCTS SERVICES, OR PROPERTY PROVIDED OR TO BE PROVIDED BY TEXAS MONTHLY HEREUNDER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, ARE MADE WITH RESPECT TO THE SAME, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. **Representations and Warranties.** Each party represents and warrants to the other party that: (a) it has the full power and authority to enter into this Agreement and to carry out the provisions thereof; (b) the person executing this Agreement on behalf of such party is authorized to do so; (c) the rights granted hereunder shall not violate any law or infringe upon the rights of any third parties; and (d) such party shall comply with all laws, ordinances, or governmental rules or regulations and order applicable to presentation of the Event.

15. **Notices.** All notices to be given with respect to this Agreement shall be given to Texas Monthly and to Client, respectively, at the address below and shall be in writing, postage or delivery charges prepaid. All notices shall be effective upon actual receipt or refusal of delivery by the party to whom given. Either party may change the address at which it is to receive notice by giving notice thereof to the other Party.

If to Client:

City of Lockhart
Attn: City Manager
Address: 308 W. San Antonio Street
Lockhart, Texas 78644
Email: slewis@lockhart-tx.org

If to Texas Monthly:

TEXAS MONTHLY LLC
Attention: Jalaane Levi-Garza, Chief Revenue Officer
816 Congress Ave.
Austin, Texas 78701

Email: jlevigarza@texasmonthly.com

with a copy to Charlie San Miguel, General Counsel, at csanmiguel@eprod.com

16. **General Provisions.** Nothing contained in this Agreement establishes a partnership or joint venture with Texas Monthly. This Agreement shall be governed by the laws of the State of Texas and exclusive venue for all disputes arising under or related to it shall lie in a court of proper jurisdiction in Harris County, Texas. The obligations set forth herein relating to indemnification, limitations of liability, governing law and venue, and general provisions shall survive the expiration or earlier termination of this Agreement. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms. This document represents the entire agreement of the parties with respect to the subject matter hereof and cannot be amended except by a writing signed by both parties. Headings are included for convenience only and

will not be used to construe this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an original. The language of this Agreement shall be construed simply and according to its fair meaning, and shall not be construed for or against any party as a result of the source of draftsmanship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date herein above first written.

ACCEPTED AND AGREED TO:

CITY OF LOCKHART	**TEXAS MONTHLY LLC**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name: _____
Title:_____	Title:_____
Date:_____	Date: _____

TexasMonthly Lockhart TEXAS

EXHIBIT A - Sponsorship

PRINT

HIGH IMPACT PRINT CAMPAIGN

Share your message in the pages of *Texas Monthly* alongside content which naturally aligns with your brand.

Texas Monthly recommends the following issues:

- **November:** Food //Winter Travel

Each Issue Includes:

1. One (1) full page, four color brand ad
2. Bonus paragraph in Travel planner
3. Listing on the in-book reader reply card
4. All leads generated from the reader reply card sent to the advertiser
5. Mark Your Calendar event listing on TexasMonthly.com
6. Creative provided by City of Lockhart

INVESTMENT: $8,700 NET PER FULL PAGE FLIGHT DATES: TBD - IMPRESSIONS: 2.668 MM PER ISSUE

TexasMonthly Lockhart TEXAS

DIGITAL

VISUAL STORYTELLING

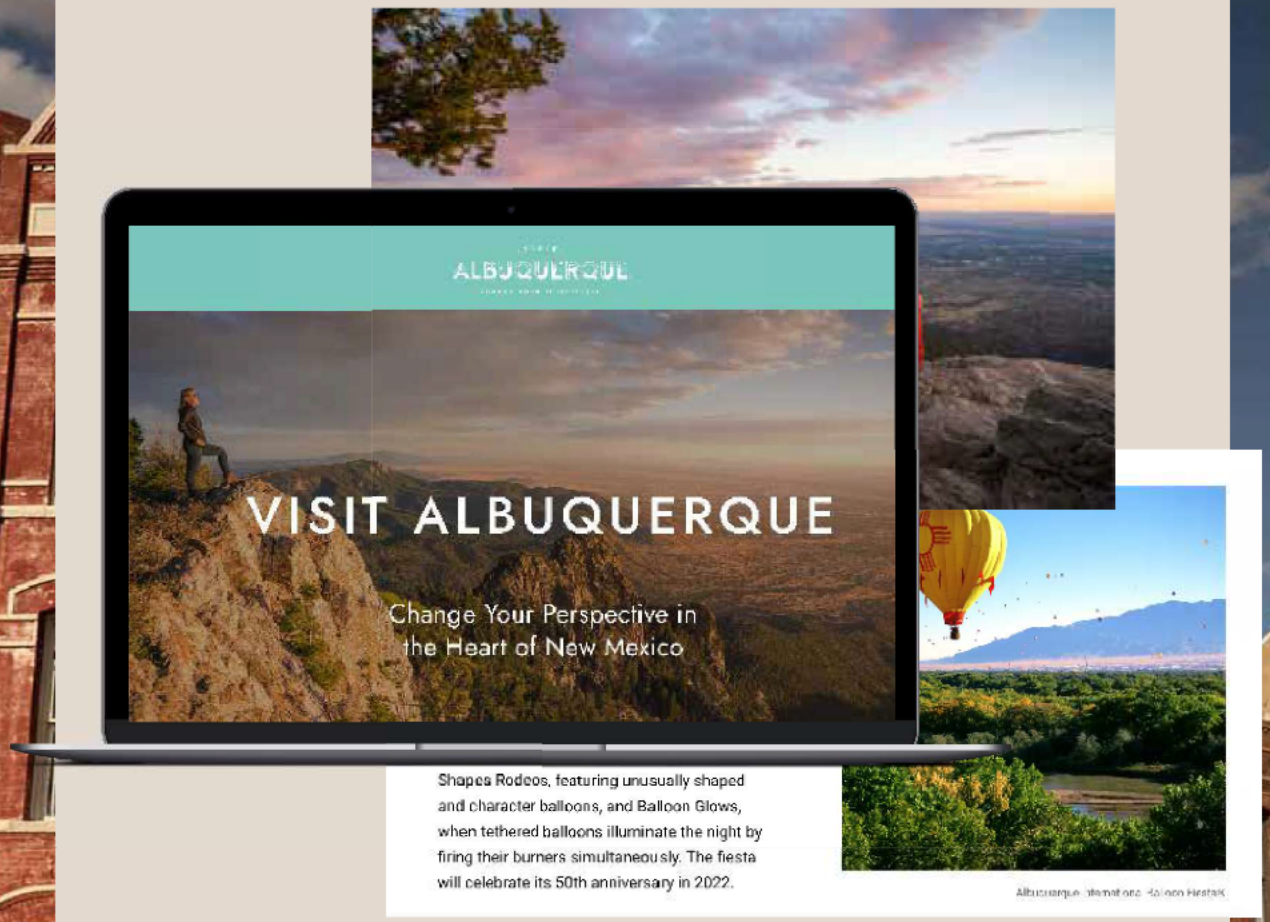
This visual and turnkey unit is the perfect way for Lockhart to engage with travelers across the state in a high-impact and interactive way. Utilizing photography, videos, infographics, illustrations, social feeds and more, this delivery invites *Texas Monthly* readers to understand both the place and feeling that come with visiting The Little City with the Big Heart.

With direction from Lockhart, this program is built by *TM Studio*, guaranteeing the closest alignment with *Texas Monthly's* voice possible. Creative materials provided by City of Lockhart to build to program.

Visual Storytelling Program Includes:

1. 100% SOV of one Interactive Visual Story- content (copy and assets) provided by Lockhart
2. Heavily promoted via: 150,000 Brand ROS, 300,000 Promotional Native Ads, one (1) Homepage Takeover, one (1) ROS Takeover, one (1) sponsored Instagram post, one (1) sponsored Facebook ad and two (2) Twitter posts

INVESTMENT: $20,000 NET
FLIGHT DATE: TBD - THREE MONTHS
METRIC: 1MM+ ESTIMATED IMPRESSIONS



Visit Albuquerque Live Example

EXHIBIT B - Downtown Lockhart Location

Road Closures

*Market Street
*Main Street
*Commerce Street

Closures Begin Thurs Nov 3

Closure Reopen Sun Nov 6

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider Ordinance 2022-17 approving Budget Amendment 66, to allocate funds for services provided by an Insurance Services Office (ISO) consultant to assist the City of Lockhart in preventing a retrogression from a Public Protection Classification (PPC) 3/3X to a PPC 4/4X resulting from a ISO survey conducted on December 8, 2021.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION:
ISO collects information on a community's public fire protection and analyses the data using their Fire Suppression Rating Schedule (FSRS). ISO then assigns a Public Protection Classification (PPC) from 1 to 10, with 1 being the best class available. Insurance companies then use the PPC rating to help establish appropriate premiums for residential and commercial properties.

The fire protection systems which are evaluated include 911 Communications (9%), Fire Department (47%), Water Supply (38%), Community Risk Reduction (6%), and the Texas Exception.

The potential rise in the cost of property insurance if the city regressed from an ISO PPC of 3/3X to a PPC of 4/4X is 9% for commercial properties and 3% for residential properties.

Mike Pietsch, P.E. Consulting Services, Inc. was retained on March 10, 2022 and has developed a two-phase plan to stop the ISO
retrogression;
Phase I – Develop an ISO grading point total which should have resulted from the recent ISO survey, and develop a plan and report based on this grading point total in order to eliminate the regression. Cost $16,000. Phase I is complete.

Phase II – Assist the City of Lockhart with a ISO re-survey to eliminate the regression. Cost is $6,500. Phase II will be completed after all components of the improvement plan have been implemented.

The City of Lockhart has submitted their improvement plan to the ISO regression specialist in New Jersey and the improvement plan has been approved. Once all components of the improvement plan have been completed, the ISO consultant will assist the city in presenting the information to ISO to stop the regression.

The City of Lockhart will remain a PPC 3/3X until the entire improvement plan process is complete. Once the improvements have been accepted by ISO, a new PPC 3/3X letter will be issued by the State Fire Marshal. Typically, a city will be evaluated by ISO between 5 and 10 years from the last survey.

PROJECT SCHEDULE (if applicable): The goal is to complete all portions of the ISO improvement plan by Fall 2022.

AMOUNT & SOURCE OF FUNDING:
Funds Required: $22,500
Account Number: 100-5318-280-00
Funds Available: 0
Account Name: Professional Services - ISO

FISCAL NOTE (if applicable): Budget amendment 66 will increase the Fire Department's budget by $22,500 to cover costs associated with this agenda item.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approving budget amendment 66 for the FY 21-22 Fire Department budget to allocate funds for the ISO consultant to eliminate the City of Lockhart's ISO regression from a PPC 3/3X to a PPC 4/4X.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2022-17, Budget amendment 66, Lockhart - ISO Improvement Program Request 3-11-22, Lockhart Regression Improvement Plan 4-13-22, Lockhart Report ISO Consultant Final Report 4-15-22, Lockhart - Mike Pietsch Signed Contract 3-11-22, ISO Consultant Invoice 4-7-22

ORDINANCE 2022-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2022 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; RE-APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN BUDGET AMENDMENT NO. 66; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Lockhart, Texas has submitted to the Mayor and City Council a proposed amendment to the budget of the expenditures/expenses of conducting affairs of said city and providing a complete financial plan for Fiscal Year 2022; and

WHEREAS, the City Manager has requested a budget amendment to the General Fund;

WHEREAS, the City Manager has requested a budget amendment to the Fire Department; and

WHEREAS, the Mayor and Council concur with the recommendation for the City Manager and staff that the budget amendment be processed to reflect the proper expense accounts within the General Fund and the Fire Department, and

NOW, THEREFORE, be it ordained by the City Council for the City of Lockhart, Texas:

That Ordinance 2022-17 is hereby adopted amending the General Fund Budget for Fiscal Year 2021-2022 as the same are contained in Budget Amendments 66, which are attached hereto and incorporated herein for all purposes.

This Ordinance shall be and remain in full force and effect from and after its final passage and publication in accordance with existing statutory requirements.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 3rd DAY OF MAY, 2022.

CITY OF LOCKHART

_____
Lew White, Mayor

Attest:

_____
Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Monte Akers, City Attorney

CITY OF LOCKHART
BUDGET AMENDMENT FORM
Amendment No. 66

EXPENSES	ACCOUNT NO.	Adopted Budget	Current Amendment	Total Budget after Current Amendment
ISO Consulting Services	100-5318-280-00	$0.00	$22,500.00	-$22,500.00
				0.00
			$22,500.00	-$22,500.00

REVENUES	ACCOUNT NO.		AMOUNT	
				$0.00
			-	$0.00
				$0.00

REASON FOR AMENDMENT
Due to regression in ISO ratings associated in the Fire Department, a consulting agency was hired to help the Fire department stop regression and resubmit improvement plan.

REQUESTED BY: 4/27/22
DATE

APPROVED BY:
DATE

POSTED
FINANCE DATE

CITY OF
Lockhart
TEXAS

(512) 398-3461 • FAX (512) 398-5103
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

March 11, 2022

Public Protection Department
Insurance Services Office, Inc.
1000 Bishops Gate BLVD., Suite 300
Mt. Laurel, NJ 08054-5404

Via Email at DBroyles@iso.com *and U.S. Mail*

RE: Lockhart, Caldwell County, Texas

Dear Public Protection Department / Mr. Dale Broyles:

The City of Lockhart has received the retrogression letter dated March 3, 2022 resulting from a Public Protection Classification (PPC) survey in Lockhart on December 8th, 2021. The analysis of the structural fire suppression delivery system provided in Lockhart resulted in a regression from a PPC: 03/3X to a PPC: 04/4X.

The City of Lockhart has reviewed the Public Protection Classification (PPC) survey dated March 3, 2022 and is requesting to develop an improvement program to stop the regression. Our goal is to have the improvement program outlined for the Public Protection Department by June 1, 2022.

Sincerely,

Steven Lewis
City Manager
City of Lockhart, Texas

Cc: Randy Jenkins, Fire Chief

CITY OF
Lockhart
TEXAS

(512) 398-3461 • FAX (512) 398-5103
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

April 13, 2022

Public Protection Department
Insurance Services Office, Inc.
1000 Bishops Gate BLVD., Suite 300
Mt. Laurel, NJ 08054-5404

Via Email at DBroyles@iso.com and U.S. Mail

RE: Lockhart, Caldwell County, Texas

Dear Mr. Broyles:

The City of Lockhart has developed the following improvement plan to eliminate the regression of the City of Lockhart from a Public Protection Classification (PPC) of 3/3X to a 4/4X resulting from the PPC survey in Lockhart on December 8th, 2021. The improvement plan includes;

1. Utilize the Buda Fire Departments Training Field – **add 3.92 points** if all suppression members of the Lockhart Fire Department receive 16 of the 18 hours required. At present the City of Lockhart has provided the funding to schedule this training. As of the date of this letter, suppression members of the Lockhart Fire Department have received 8 of the 16 scheduled hours at the Buda Fire Department Training Facility (this facility should be in ISO's file according to Chief Huckaby). ISO surveyed the City of Buda and ESD #8 served by the Buda Fire Department in 2018.

2. Develop a "Memorandum of Understanding" with a neighboring fire department for use of their reserve ladder truck – **add 0.70 points**. Both Travis County ESD #11 and the City of San Marcos have a reserve ladder truck. I am in the process of developing this agreement.

3. Present a correct Communications Pre-Survey Packet – **add 1.35 points**. The Emergency Communications Division inaccurately reported several items which reduced the total earned credits. I will be submitting the original packet, a corrected packet, and the documentation that demonstrates the corrections made to the packet.

4. Present documentation the fire hydrants are inspected, pressure tested, and flow tested as required by ISO– **add 1.10 points**. These will be submitted in your packet.

5. Update the edition of the International Fire Code (IFC) to the 2018 edition – **add 0.56 points**. I will submit a copy of the ordinance when the adoption process is complete.

Please call or email me directly if you require any further information or need clarification on any of the above. The City Manager has placed me in charge of managing the regression process.

Sincerely,

W.R. Jenkins; Fire Chief
rjenkins@lockhart-tx.org 512-376-1885 (cell)

Cc: Steve Lewis; City Manager

Assisting Communities

Mike Pietsch, P.E.
Consulting Services, Inc.
3101 S. Country Club Rd.
Garland, TX 75043-1311
972-271-3292 Phone

A Report From

MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.

To

THE CITY OF LOCKHART

Sustaining
The City of Lockhart's
ISO Public Protection Classification
(Updated FSRS)

April 15, 2022

Submitted by:

W. Michael Pietsch, P.E.
Civil Engineer

Mike Pietsch, P.E. Consulting Services, Inc.
3101 S. Country Club Rd.
Lockhart, TX 75043-1311
Phone: 972-271-3292 Fax: 972-840-6665
E-Mail: michaelpietsch@tx.rr.com

A Report From

MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.

To

CITY OF LOCKHART

Sustaining
The City of Lockhart's
ISO Public Protection Classification
Areas Afforded Fire Hydrant Protection
(Updated FSRS)

What is Insurance Services Office, Inc. (ISO)?

To help establish appropriate fire insurance premiums for residential and commercial properties, insurance companies need reliable, up-to-date information about a municipality's fire protection services. Insurance Services Office, Inc. (ISO) is the principal (and most precise) provider of this information through the Public Protection Classification (PPC) program.

What is the Public Protection Classification (PPC) Program?

ISO collects information on a community's public fire protection and analyzes the data using their Fire Suppression Rating Schedule (FSRS). ISO then assigns a Public Protection Classification from 1 to 10. Class 1 represents the best public protection while Class 10 indicates less than the minimum recognized protection.

By classifying a community's ability to extinguish or control a structural fire, ISO assists communities in evaluating their public fire protection infrastructure. The program provides an objective, countrywide standard that assists communities in planning and budgeting for facilities, equipment, and training. By securing lower fire insurance premiums for communities with better public protection, the PPC program provides incentives and rewards for communities that choose to improve their firefighting services.

ISO has extensive information on more than 68,000 fire-response jurisdictions.

Explanation of the Updated FSRS

ISO evaluates municipal fire protection efforts in communities throughout the United States by applying the Fire Suppression Rating Schedule (FSRS). The Updated FSRS evaluates key elements of a community's fire defense infrastructure, which include:

Fire Service Communications – Approximately 9% of the grading point total is based on the ability of the Fire Service Communications Center serving the community. 911 telephone systems, adequacy of telephone lines, operator supervision and staffing, along with dispatch hardware and software systems are the major items considered in the Updated FSRS.

Fire Department – 47% of the grading point total is based on the infrastructure of the fire department. The Updated FSRS considers adequacy of staffing levels for existing apparatus, adequacy of equipment on the apparatus, evaluation of training, existence of automatic aid, geographic distribution of fire companies, operational considerations, and NIMS compliance for company officers.

Water Supply - 38% of the grading point total is based on the community's water supply, distribution system, and proximity of fire hydrants to existing structures. The majority of the credit within this item is an evaluation of the amount of water available throughout the community, in volume and pressure, compared to the fire demand. A major change in this section based on the Updated FSRS is the fact that flow tests are required throughout the distribution system annually (around 5 tests per year for a city the size of Lockhart).

Community Risk Reduction (Fire Safety Control) – 6% of the grading point total is based on the efforts of the Fire Marshal's Office serving the community; in conjunction with the adopted fire code. Fire prevention code enforcement, fire investigations, and public fire safety education are the 3 components evaluated within this section of the grading point total which develops the ISO PPC.

Texas Exception to the FSRS: Unique to the State of Texas is a document titled the Texas Exception (formally referred to as the CTT section of the Texas Addendum). This document assigns credit to communities that allowed a certain percentage of their firefighters (paid or volunteer) to attend Fireman's Training School (specific to the weeklong spring or summer school at Texas A&M University).

In addition communities with a certain percentage of their in-service engine companies equipped with compressed air foam can receive an additional 1.00 point assigned to the grading point total which develops the ISO rating.

Mathematically, this section could add an additional 5.56 points to a grading point total which develops the ISO rating. Normally 4 to 5 additional grading points are achieved via the Texas Exception for communities with volunteer or combination fire departments. A career fire department normally achieves between 1 and 2 additional points assigned to their grading point total as a result of the Texas Exception.

Overview of the Updated FSRS

The current FSRS (adopted in Texas on March 1, 2015) has been revised to: Update existing provisions from the current 2003 edition of the FSRS, change the weighing of the specific items within the current FSRS, and add new sections that recognize the community's efforts to reduce fire losses through Fire Prevention, Fire Investigations, and Public Fire Safety Education. Specific to the State of Texas this credit, along with significant additional credits for firefighter training and compressed air foam, has always existed within the ISO rate making process.

The updated Rating document will slightly reduce the available credit to the community's grading point total which develops the ISO rating for most communities in the State of Texas. However, for communities with a career fire department and a progressive Fire Marshal's Office, such as the City of Lockhart, the recently updated ISO Rating document should be point neutral.

The 3 core categories in the Updated FSRS and the total credit points assigned to each of the 3 major categories remain unchanged. However, within these 3 categories the contents of the individual items comprising each category (Fire Service Communications, Fire Department, and Water Supply) have had their weighting adjusted.

For communities outside the State of Texas a new category, which has always existed in Texas, has been added to provide up to 5.50 additional points (in Texas 11.06 additional grading points have always been available through the "Texas Addendum" – sometimes referred to as the "Texas Exception").

Due to the vigilance of the Texas State Fire Marshal's Office and the ISO Committee of the Texas Fire Chiefs Association during negotiations with ISO since January of 2009 the new "Community Risk Reduction" section of the "Updated FSRS" in conjunction with the Texas Exception to the FSRS still has 11.06 additional grading points available to the communities in Texas. The other 49 States only have 5.50 additional points available. There is no counterpart to the "Texas Exception" nationwide.

The Effect of PPC Code on Fire Insurance Premiums

All insurance companies (whether they admit or not) utilize ISO's PPC classes in establishing premiums for both commercial and residential property policies in the State of Texas. Here's how it works:

A community's investment in their fire defense infrastructure is a proven and reliable predictor of future fire losses. Statistical data on insurance losses demonstrates the relationship between a community's ability to mitigate fire loss, as measured by the ISO PPC program, and reduced property destruction due to fire. Therefore insurance companies use the ISO PPC program to assist in establishing annual premiums for both commercial and residential properties. In general, assuming all endorsements and perils remain constant, the price for insurance in a community with a lower (better) ISO PPC is less than in a community with higher (worse) ISO PPC.

Insurers determine insurance premiums for commercial properties after analyzing size, construction type, occupancy, protection (such as fire extinguishers and automatic sprinklers), and exposure to adjacent structures. For individual properties, either class rating or specific rating applies. In class rating, the insurer develops rates for similar types – or classes – of buildings, such as small churches, schools, or motels.

Specific rating includes an on-site survey and analysis of conditions at the particular property to determine the premium rate. Insurers use specific rating for buildings protected by automatic sprinklers, buildings with specific hazards or processes, or other properties that do not meet the criteria for class rating.

Both class rating and specific rating consider the Public Protection Classification at the property. Insurers develop their rating systems in order that the lower (better) the PPC at a given commercial property, the lower the insurance rate. In addition a lower (better) PPC has been shown to be an excellent economic development tool along with positively affecting a community's bond rating.

ISO's Methodology

A community may request an ISO survey anytime they wish. At that time an ISO Field Representative will be assigned the survey. He will contact the community and set a time convenient to both the community and ISO. He will analyze the community's fire defenses as outlined under the "Explanation of the FSRS".

An extensive amount of support data will be required to verify answers to specific questions that are utilized to analyze the 3 major items that comprise a community's grading point total. When all questions are answered and the support data is properly formatted the ISO Field Representative will return to his office and complete the grading point total which develops the ISO rating (PPC). When the rating is complete he submits it for review. After the review is complete the grading point total and the corresponding rating is then submitted to the community for their review. If the community feels all grading items were analyzed fairly the updated rating is sent to the State Fire Marshal's Office for their approval.

Once the State Fire Marshal's Office approves the rating the community is notified via a letter to the City Manager or Mayor of the community's new rating. This entire process normally takes between 3 and 9 months depending on the level of review at ISO's Home Office in New Jersey.

Explanation of the City of Lockhart's Study

This report will analyze the ISO PPC (Public Protection Classification) based on the requirements of the updated ISO rating document with the fire defense infrastructure, as existed on April 7, 2022, for the City of Lockhart and then develop a grading scenario that should eliminate the recent attempt by ISO to regress the City of Lockhart's ISO rating from a 3 to a 4.

Based on the grading scenario developed by this report a list of suggested improvements will be presented which, if implemented, will assist in improving the grading point total which established the regressed ISO rating of 4 to a 3 for all areas within the city limits of the City of Lockhart afforded fire hydrant protection.

Please note that throughout this report the words ISO rating, ISO classification, ISO PPC, PPC, subzone (used only by State Farm; State Farm pays by far the largest annual assessment to ISO of any insurance company in America and uses all of ISO's product lines – regardless of what you may hear from other sources – especially State Farm Agents), insurance number, and class are synonymous. I use these different references to the ISO rating throughout my reports so everyone reading the report will understand that the ISO PPC is referred to in many ways.

The updated ISO rating document will require that the Lockhart Fire Department maintain the ISO equivalent of 3 engine companies and 1 ladder truck company in-service deployed from 3 fire stations. Throughout this report the word "company" implies both the apparatus and the required staffing for the apparatus. 1 engine and 1 ladder truck are required in reserve; yes, even though a ladder truck is not in-service.

At the conclusion of the recent ISO survey the Lockhart Fire Department was credited with the ISO equivalent of 3 engine companies and 0.10 of a ladder truck company in-service available to respond to all first alarm structure fires deployed from the 2 existing fire stations. A reserve engine is available; but was not credited by ISO (this was obviously an oversight by ISO). A reserve ladder truck is not provided; yes, a reserve ladder truck is required even though an actual ladder truck is not in-service. With this existing fire defense infrastructure an insurance number of 3 should be achieved and sustained until the next survey by ISO by implementing the suggestions within this report. This report only addresses solving the regression, i.e. sustaining the subzone rating of 3.

Water supply must provide at least 3500-gpm for 3-hours while delivering a maximum daily consumption rate which has occurred during the last 3-years. Throughout the community the distribution system capacity and fire hydrant placement must meet the needed fire flow demand as determined by the ISO

rating document. In addition flow tests must be performed annually throughout the distribution system. This is not every hydrant flow tested annually; but a random sample (around 5 flow tests per year for a city the size of Lockhart).

The communications center serving the City of Lockhart will be analyzed based on NFPA 1221; as interpreted by ISO.

The Office of the Fire Marshal (titled “Fire Safety Control” in this report) will be reviewed based on the updated ISO rating document within the category of “Community Risk Reduction”.

Within this document is a list of suggested improvements which, if implemented, will improve the grading point total which established the regressed ISO Public Protection Classification of 4 to the level an insurance number of 3 should be sustained in the City of Lockhart based on the “Updated FSRS”.

Executive Summary

Based on information obtained during my recent survey the Lockhart Fire Department will be required, by the updated ISO rating document (adopted by the Texas Department of Insurance in March of 2015), to maintain 3 fire stations in-service strategically deploying the ISO equivalent of 3 engine companies and 1 ladder truck company. 1 reserve engine and 1 reserve ladder truck are required in addition to the in-service fleet. This level of fire department infrastructure is to be near perfect within the standards of the updated ISO rating document; which is not the immediate goal of the City of Lockhart. Sustaining the current ISO class of 3 is the mission of this report.

At present the Lockhart Fire Department has the ISO equivalent of 2 engine companies and 0.10 of a ladder truck company in-service available to respond to first alarm structure fires deployed from the 2 existing fire stations. A reserve engine is provided; but a reserve ladder truck is not currently available. With the current level of fire department infrastructure an ISO rating of 3 should be sustained based on implementing the suggestions within this report which do not require significant capital expenditures.

Areas of significant deficiency within the *Fire Department* section, based on the updated ISO rating document, include the following: 1) ISO did not credit training field activity; this must be corrected, 2) a reserve ladder truck is not provided. This can be solved via a “Memorandum of Understanding” with a neighboring fire department, 3) Staffing levels for the existing apparatus is presently extremely deficient; based on ISO’s staffing level requirement, 4) 1 additional fire station deploying an engine company (apparatus and 4 firefighters), is required; but not provided, 4) A ladder truck company (apparatus and staffing) is required but not provided, and 5) All commercial buildings within the city limits of the City of Lockhart are not preplanned with the preplans updated on an annual frequency.

Numbers “1” and “2” in the above paragraph must be solved to eliminate the regression.

The *Water Supply* section demonstrates near total compliance with the updated ISO rating document. Distribution system capacities and fire hydrant placement, for fire protection, is sufficient within the majority of the City of Lockhart based on the fire demand. Fire hydrant inspection frequency meets ISO’s requirements based on the updated ISO rating document. Flow tests performed by the Office of the Fire Marshal serving the City of Lockhart as well as those performed by other agencies serving the City of Lockhart parlayed with the ability to utilize a hydraulic water model, if necessary, will meet the intent of the updated ISO rating document. However, partial credit was denied in both hydrant inspections and flow testing. Based on the record base demonstrated to me denying this credit is not justified.

Fire Service Communications demonstrates several significant deficiencies do exist based on the forms completed by the City of Lockhart and presented to the ISO Field Representative. After reviewing the support documentation provided to me by Captain Jesse Bell and Ms. Jennifer Johnson all available credits within the Fire Service Communications section are currently justified. A corrected packet of information will be provided Mr. Dale Broyles (ISO Regression Specialist).

Community Risk Reduction (Fire Safety Control – Fire Marshal inspections, investigations, and public fire safety education) demonstrates 2 very significant deficiencies within the requirements of the updated ISO rating document. The Office of the Fire Marshal is required to have a full-time Fire Marshal and the present edition of the International Fire Code should be adopted to the 2021 edition.

Recently the City of Lockhart went through the ISO process without my assistance. I assisted the City of Lockhart during the 2006/2007 ISO evaluation with Fire Chief Jerry Doyle. The fire defense infrastructure presented to the ISO Field Representative, parlayed with several oversights by the ISO Field Representative, resulted in a regression in the insurance number to an ISO class 4; from the PPC rating of 3.

If the ISO rating regressed from a 3 to a 4 the commercial property owners within 5 road-miles of a fire station and 1000 feet of a fire hydrant could possibly see their annual cost for insurance increased by ***9 percent*** (effect of regressing the PPC from a 3 to a 4) and the residential property owners within 5 road-miles of a fire station and 1000 feet of a fire hydrant would see their homeowners premium increased by a possible ***3 percent*** (effect of regressing the PPC from a 3 to a 4).

In addition to not increasing the cost of insurance within the City of Lockhart another very significant aspect of sustaining an ISO PPC 3 is that of an economic development tool. With the future commercial development coming, especially along Highway 130, maintaining an ISO rating of 3 is extremely critical to your community.

The future goal of the City of Lockhart should be to at least attain an ISO rating of 2; with a class 1 being the long term goal. It is doable for the City of Lockhart. I recently assisted the Cities of Hutto and Buda achieve this coveted economic development tool – an ISO rating of 1.

Since I retired from ISO and became a consultant in 2002 I have assisted 71 communities attain or sustain an ISO PPC 1. 69 in Texas and 2 in New Mexico. In the general vicinity of the City of Lockhart I have assisted the Cities of Buda, Hutto, and New Braunfels attain this coveted rating. Each of these communities

expended the necessary resources to attain and/or sustain this coveted insurance rating as an economic development tool.

Analysis of the Report

This report will demonstrate the grading point total which spawned the regression in classification, based on the updated ISO rating document, for the areas within the City of Lockhart afforded fire hydrant protection. Based on this grading point total a list of suggested improvements is offered within this report for your consideration which would allow the City of Lockhart to sustain the current subzone rating of 3.

The grading point total based on the existing fire defense infrastructure assigned by ISO, as of the date of the most recent ISO survey, is 66.30 (ISO PPC 4) using the updated ISO rating document. In order to virtually ensure that an ISO PPC 3 is attained when the corrected pre-survey packets and corresponding support documentation is presented to the ISO Regression Specialist the suggestions which follow should be implemented to the extent that the grading point total at least equals or exceeds 73.00.

The suggested improvements within this report relate only to a fire insurance classification for the City of Lockhart. They are not for property loss prevention or life safety purposes and no life safety or property loss prevention suggestions are made.

Fire Department

For a community to provide a reasonable level of protection under the analysis system used, a fire department should have suitably located apparatus of proper types. In general, the maximum response distances for the first due engine company should not exceed 1.5-miles and for the first due ladder/service truck company should not exceed 2.5-miles. Any area (regardless of the water supply available) outside 5-road miles of a fire station housing an engine company is considered not protected (ISO PPC 10).

Critical to the timely extinguishment or control of a fire is the need for sufficient firefighters arriving with the first responding apparatus. A comprehensive training program for these firefighters is essential for effective fire ground operations.

The Lockhart Fire Department is required by the updated ISO rating document, based on the existing fire defense infrastructure, to maintain the ISO equivalent of: 3 engine companies and 1 ladder truck company in-service deployed from 3 fire stations. In addition 1 engine and 1 ladder truck are required in reserve. This is to be near perfect within the standards of the updated ISO rating document.

At present Lockhart Fire Department deploys the ISO equivalent of 2 engine companies and 0.10 of a ladder truck company deployed from the exiting 2 fire stations. A reserve engine is provided (but was not credited by the ISO Field Representative). A reserve ladder truck is not available. With this level of fire department infrastructure an ISO rating of 3 should be sustained based on the implementation of the suggestions which follow.

The following improvement suggestions are offered for your consideration: They are based on attaining at least a grading point total of 73.00.

1. Utilize a fully ISO compliant training facility which should consist of a 3-story (minimum height; most are 4-story or greater) drill tower, a fire resistive or non-combustible fire or smoke building, and a flammable liquids pit (substituting classroom training along with videos is acceptable when the EPA does not allow the burning of flammable liquids). This facility must be on at least a 2-acre site. The updated ISO rating document does **not** give credit for training field evolutions which are not conducted at a fully creditable training facility. The previous 2003 ISO rating schedule did give training field credit for off-site drills. It is critical for all communities rated under the updated ISO rating document to have a training field available.

   For full credit under this item, based on the updated ISO rating document, each suppression member of the Lockhart Fire Department should attend at least 18-hours of training at a creditable training facility on an annual

basis. Records must be maintained documenting the drills, or credit will be denied, for a contiguous 12-month period.

At present training field evolutions have not been performed during the last 3 years.

If 18-hours per year of training field evolutions were performed for all suppression members of the Lockhart Fire Department **4.41 points** would be added to the grading point total which establishes the insurance classification. Records must be maintained to receive full credit under this item.

This item may be prorated. If for example: 16-hours of training at a creditable facility could occur during the next few months and the records submitted to the ISO Regression Specialist **3.92 points** would be added to the grading point total which establishes the subzone rating.

2. The updated ISO rating document requires the Lockhart Fire Department maintain an engine in reserve; which is available. The reserve engine was overlooked by the ISO Field Representative assigned the City of Lockhart and did not receive the justifiable credit associated with the reserve engine. Chief Jenkins has developed the required information for the Regression Specialist and it is in the packet which will be forwarded to ISO. This will **add 0.70 points** to the grading point total which establishes the ISO class.

3. The updated ISO rating document requires the Lockhart Fire Department maintain a ladder truck in reserve; yes even though an in-service ladder truck is not provided. However, this report will **not** suggest providing a reserve ladder truck due to the fact that a recent technical decision has been adopted by ISO that allows communities to share reserve apparatus. ISO did not place a distance restriction on this sharing arrangement. If a fire department with a **reserve** ladder truck would enter into a sharing agreement with the Lockhart Fire Department; whereas the Lockhart Fire Department could utilize their reserve ladder truck if needed, full credit would be granted by ISO. If this sharing arrangement was available for ISO, and fully documented, **0.70 grading points,** which develops the ISO PPC for the City of Lockhart, would be gained.

Receiving and Handling Alarms of Fire

In order to assure a timely response to fire emergencies a communications center must have adequate telephone facilities (emergency and business circuits) for the public to report emergencies, sufficient operators on duty, and the facilities to dispatch fire department companies without interruption.

Due to the vigilance of the Communications Center serving the City of Lockhart remaining current with the changing standards within NFPA 1221, and the updated ISO rating document, the communications section of the grading point total which establishes the subzone rating should have been void of deficiencies. However the forms submitted to ISO were incorrect and demonstrated 2 significant deficiencies under the requirements of the updated ISO rating document. Monitoring for Integrity was shown as not provided for the primary fire department dispatch circuit and emergency protocols were displayed as non-existent.

The following suggestions are offered for your consideration:

1. Monitoring for integrity requires a visual and audible alert be activated if a principal component of the dispatch circuit is rendered inoperable. To receive credit under the updated ISO rating document the following must be satisfied: Please note that any requirement followed by an N/C results in *no credit* for this monitoring even though all the other items are provided. The items without an N/C must be available for full credit. Pro-rated credit is available for the items without an N/C.

   A list of the principal components of the primary dispatch circuit that are monitored must be provided: **N/C**

   a. All portions of the circuit and all components must be identified for integrity status/failure condition. In addition all circuit components must be monitored for power supply and emergency power integrity/failure with both visual and audible trouble signals: **N/C**

   b. Power supply and emergency power integrity/failure condition must be monitored for the circuit and all components at all locations including remote radio transmitter/receiver antenna sites. **N/C**

   c. All portions of the circuit and all components must be identified for integrity status/fault condition and all circuit components must be monitored for power supply and emergency power integrity/failure with visual and audible trouble signals. **N/C**

d. Verification of visual signal activation with test circuit failure feature as specified in NFPA Standard 1221 must be provided.

e. Verification of audible signal activation with test circuit failure feature as specified in NFPA Standard 1221 must be provided. The audible trouble signal can be an intermittent or continuous tone or buzzer.

f. Verification of reactivation of audible trouble signal when an additional fault condition occurs while previous silenced fault condition remains active as specified in NFPA Standard 1221 must be provided.

g. Trouble signals routed to a dedicated display screen or panel not used for routine dispatching activities as specified in NFPA Standard 1221 must be provided.

h. Trouble signals must be displayed at a location where personnel are in constant attendance and are responsible to respond to a trouble signal as specified in NFPA Standard 1221. **N/C**

i. For radio circuits duplicate transmitters must be provided for the primary dispatch circuit as specified in NFPA Standard 1221. **N/C**

Correcting the Communications Pre-Survey Packet will add **0.90 points** to the grading point total which develops the insurance number.

2. ISO will require a description demonstrating how a citizen initiated request for aid (fire department; not police) is received and dispatched. This has been provided to me and will be included in the information packet which will eliminate the regression. This was overlooked by the ISO Field Representative assigned the City of Lockhart; but will be required by the Regression Specialist assigned the City of Lockhart. Captain Bell and Ms. Johnson have provided me the necessary information

3. The Communications Pre-Survey Packet submitted by the city to ISO exhibited no emergency protocols exist; which do exist in an excellent format. These have been provided to me and will be included in the information packet which will eliminate the regression. Providing this documentation will add **0.45 points** to the grading point total which establishes the ISO classification.

Water Supply

For a water supply works to be considered adequate under the analysis system used, it should be able to deliver the basic fire flow (3500-gpm) for a 3-hour period and during that period provide consumption demands at the maximum daily rate.

The arterial mains and secondary feeder mains should be of sufficient capacity to deliver the needed fire flows throughout the community. The arterial mains should extend to all areas of the community; they should be looped for mutual support and spaced at approximately 3000-foot intervals or less. The minimum size distribution main should be 6-inches (8-inches is preferred) in diameter and this size used only in widely spaced residential areas when the gridiron is such that there is not over 600-feet between connections to other mains. A 6-inch dead-end main is not considered satisfactory for supplying fire hydrants. A minimum size of 8-inch pipe (10-inch is preferred) should be used in commercial and high-density residential areas and this size pipe should be limited to areas with an excellent gridiron. This will help insure meeting the corresponding fire demand throughout the community.

Before the water supply available can be fully utilized by the fire department, there must be sufficient fire hydrants in the vicinity of the subject buildings. The number of hydrants required varies with the fire flow demand but when the spacing is not over 300-feet in commercial, industrial, and institutional areas and not over 600-feet in one and two family dwelling areas, sufficient hydrants normally will be available. Hydrants should conform to the American Water Works Association Standards. The connection from the distribution main to the hydrant should be not less than 6-inches in diameter. Hydrants attached to water mains less than 4-inches in diameter are not credited within ISO's rating document. All hydrants should be inspected annually with a pressure test (a pressure test is **not** a flow test); complete records should be kept of all inspections.

A flow testing program should part of the distribution system maintenance. ISO will require approximately 5 fire hydrant flow tests (minimum of 2 fire hydrants utilized) per year be performed. The test results should be maintained on file and documented with the date performed. ISO may want to view records going back 5 years that demonstrate that all parts of the distribution system (each service level or pressure plane) were tested once during the 5-year period.

At present the Water Supply section of the ISO rate making process scored 35.15 out of a perfect 40. This is in the 88-percentile; ISO PPC 2.

The following suggestions are offered for your consideration:

1. Arterial looping, distribution system gridirons, and hydrant distribution graded in the ISO PPC 1 percentile. Improving this section of the ISO rate making process is extremely expensive.

2. Each fire hydrant should be inspected annually with proper records maintained throughout the city limits of the City of Lockhart. At present this suggested level of inspection is met; but full credit was not granted by ISO. If the fire hydrant inspection frequency was documented to the extent required by ISO **0.46** grading points which develops the ISO rating would be gained. I have the required documentation which should be sufficient to gain this credit.

3. A random sample of flow tests throughout the distribution system should be performed annually (around 5 per year) with the results recorded and the date performed documented or the distribution system should be analyzed via a hydraulic water model. At present this level of testing is performed by the Fire Department and Marshal's Office serving the City of Lockhart; but was not fully credited by the ISO Field Representative assigned the City of Lockhart (a very common mistake among all of ISO Field Representatives; except the most well trained). I have the required documentation which should be sufficient to gain this credit. **0.64 points** should be gained with the documentation provided me by the Lockhart Fire Department.

COMMUNITY RISK REDUCTION (CRR)
Fire Safety Control

The consistent, systematic application of fire safety control regulations combined with a good public education program in fire prevention can be an important factor in reducing the overall incidence of fire and the consequent fire losses. Successful execution of such programs necessitates that a sufficient number of properly trained personnel be provided. A nationally recognized body of model fire prevention, building and safety codes represent the combined knowledge of many experts in this field and, when adopted with little or no modifications, afford a community the opportunity for reasonable control of hazardous materials and building construction.

At present the Fire Marshal's Office in conjunction with the Public Fire Safety Education Program demonstrates 2 significant deficiencies within the standards of the updated ISO rating document (scored 3.74 out of a possible 5.50).

The following suggestions are offered for your consideration:

1. Appoint a full-time Fire Marshal certified in inspections and investigations (minimum of cause and origin) in order that all commercial buildings can be inspected on an annual basis. If a full-time Fire Marshal was appointed and his authority established by ordinance **1.20 points** would be added to the grading point total which establishes the PPC.

2. Adopt by ordinance the most recent edition of the International Fire Code and enforce the adopted code throughout the city limits of the City of Lockhart. Updating the presently adopted edition of the International Fire Code from the 2015 edition to the 2018 or preferably 2021 edition, will **add 0.56** to the grading point total which establishes the insurance number.

Texas Exception

The "Texas Exception" is a document developed and interpreted by the Texas State Fire Marshal. This is not an ISO document regardless of any copyright you may see. In essence this is a separate rating document with additional credits available to the ISO grading point total which develops the ISO rating for all communities in Texas.

This document assigns additional credits for communities that wish to utilize compressed air foam (CAFS) and/or have on-duty or volunteer firefighters attend the spring or summer weeklong fire school at Texas A&M University.

The ISO Field Representative assigned the City of Lockhart granted **1.00 additional point** to the grading point total which establishes the subzone rating by crediting 1 in-service engine with a compressed air foam unit.

The Texas Exception requires a compressed air foam unit for at least 1 of every 3 existing in-service engines. However, in some situations only 1 in every 5 existing in-service engines is required to be compressed air equipped. This credit is available within the body of The Texas Exception (a separate rating document); *not* ISO's Fire Suppression Rating Schedule regardless of any copyright you might see. To receive the "1 for 5 credit" requires the oversight arm of the Texas State Fire Marshal's Office.

The training item of the ISO rating document (item 581) received additional credits allotted to the grading point total which develops the subzone rating via the Texas Exception due to the suppression members serving the Lockhart Fire Department being allowed to attend the annual weeklong Fireman's Training School at Texas A&M University (Spring or Summer session) as a student or instructor (Fire Suppression or Fire Marshal's section). Attendance at Fireman's Training School is a very important tool in improving the ISO rating for all communities. Each suppression member serving the Lockhart Fire Department attending the spring or summer session of Fireman's Training School as a student or instructor will add approximately **0.11 points** to the grading point total which develops the ISO class. This credit is available within the body of The Texas Exception (a separate rating document); *not* ISO's Fire Suppression Rating Schedule regardless of any copyright you might see.

The Texas Exception is overseen by the Texas State Fire Marshal's Office and all credits are assigned or disallowed by their office; not ISO.

Summary of Suggested Improvements

When the suggested improvements presented within this report are in-service to the extent the grading point total which establishes the ISO rating equals or exceeds 73.00 the information to eliminate the regression will be forward to Mr. Broyles with ISO.

Viewing the grading point summary at the end of this report please note that the Emergency Communications Center and Water Supply (when the corrected forms and support documentation is forward to ISO) will score in the ISO PPC 1 percentile. The only sections (basically the same section) of the ISO rate making process which will then demonstrate any significant deficiencies is within the Fire Department and Fire Marshal's sections.

Within the Fire Department section the key future improvements are:

1. Providing a dedicated ladder truck company (apparatus and 4 firefighters).

2. Providing additional staffing for the in-service apparatus.

3. Appoint a full-time Fire Marshal certified in inspections and investigations (all ISO requires is cause and origin).

4. 4) Providing a third fire station in the southern section of the City of Lockhart.

Plan of Action

1. Submit the plan to eliminate the ISO regression from a PPC 3 to a PPC 4 by June 1, 2022. At present the "Action Plan" has been submitted and accepted by the ISO Regression Specialist (Mr. Dale Broyles).

2. Submit a corrected copy of ISO's pre-survey packets and all support documentation to Mr. Dale Broyles (Regression Specialist) with ISO as soon as Chief Jenkins can schedule and document at least 16-hours of training field evolutions at the City of Buda Training Facility for each suppression member of the Lockhart Fire Department and develop a "Memorandum of Understanding" for the use of a neighboring fire department's **reserve** ladder truck.

3. The following suggestions should eliminate the regression:

    a. Utilize the Buda Fire Departments Training Field – add 3.92 points if all suppression members of the Lockhart Fire Department receive 16 of the 18-hours required.

    b. Provide documentation of the reserve engine presently available to the Lockhart Fire Department – add 0.70 points. This is in my possession and will be forwarded to Mr. Broyles.

    c. Develop a "Memorandum of Understanding" with a neighboring fire department for use of their reserve ladder truck – add 0.70 points.

    d. Present a correct Communications Pre-Survey Packet – add 1.35 points. I am in the process of correcting this document. I have everything required to support all changes in the Communications Section.

    e. Present documentation that the fire hydrants are inspected, pressure tested, and flow tested as required by the updated ISO rating document – add 1.10 points. This is in my possession and will be forwarded to Mr. Broyles.

    f. Update the edition of the International Fire Code to the 2021 edition – add 0.56 points.

    If suggestions "a" through "f" above were implemented 8.33 points would be added to the presently assigned ISO grading point total of 66.30. This would place the City of Lockhart well above 73.00 which virtually guarantees an ISO PPC of 3 will be sustained in the City of Lockhart. The

grading point total of 74.63 will "Set the Table" for achieving a subzone rating of 2 or 1 based on a future survey by ISO.

4. Await correspondence from Mr. Broyles which will eliminate the regression and re-establish an insurance classification of 3 for the City of Lockhart.

5. Attain an ISO rating of 2 or 1 based on a future ISO survey. With the implementation of all of the suggestions which follow an insurance number of 1 could possibly result from a future survey. By implementing just Suggestion "b" below may be sufficient to attain a subzone rating of 2.

    a. Provide additional staffing for the existing in-service apparatus.

    b. Provide the Lockhart Fire Department with a dedicated ladder truck company (apparatus and staffing).

    c. Erect a third fire station in the southern section of the City of Lockhart deploying an engine company (apparatus and staffing).

Conclusion

I would like to thank Fire Chief Randy Jenkins and his staff, Mr. Jesse Bell and Ms. Jennifer Johnson with Lockhart Emergency Communications, and Mr. Sean P. Kelly with the City of Lockhart Public Works Department for the excellent cooperation afforded me during my recent survey. Without their efforts prior to my survey and their continued support during and after my visit the timeliness and accuracy of this report would be seriously compromised.

It is very gratifying to work with a community where all city departments strive to support each other.

I appreciate the opportunity afforded me by the City of Lockhart and very much look forward to assisting the City of Lockhart in the future.

Sincerely,

W. Michael Pietsch, P.E.
Civil Engineer

WMP/spp

ISO Grading Summary

Classification 4 – 66.30

I. Receiving & Handling Fire Alarms: ***Total 7.81*, Maximum = 10**

a.	Item 414	-	3.00	**3**
b.	Item 422	-	3.16	**4**
c.	Item 432	-	1.65	**3**

II. Fire Department: ***Total 25.84*, Maximum = 50**

a.	Item 513	-	5.80	**6**
b.	Item 523	-	0.00	**0.50**
c.	Item 532	-	3.00	**3**
d.	Item 549	-	0.41	**4**
e.	Item 553	-	0.00	**0.50**
f.	Item 561	-	5.24	**10**
g.	Item 571	-	3.01	**15**
h.	Item 581	-	5.04 + 1.34 (CTT)	**9**
i.	Item 730	-	2.00	**2**

III. Water Supply: ***Total 35.15*, Maximum = 40**

a.	Item 616	-	27.35	**30**
b.	Item 621	-	3.00	**3**
c.	Item 631	-	4.80	**7**

IV. Divergence* -7.24

V. Community Risk Reduction: 3.74 ***Maximum = 5.50***

VI. Texas Exception: 1.00 ***Maximum = 1.00***

City of Lockhart's Total: 66.30 ***Maximum = 106.50***

CITY OF LOCKHART GRADING SUMMARY

Page 1

VII. ***Total:***		***Maximum Credit:***
Fire Alarm	7.81	10.00
Fire Department	25.84	50.00
Water Supply	35.15	40.00
Divergence*	-7.24	
Community Risk Reduction	3.74	5.50
CAFS	1.00	1.00
City of Lockhart's Total:	***66.30***	**106.50**

Class 4

Credit	***Relative Classification***
90.00 - 100.00	1
80.00 - 89.99	2
70.00 - 79.99	3
60.00 - 69.99	***4***
50.00 - 59.99	5
40.00 - 49.99	6
30.00 - 39.99	7
20.00 - 29.99	8
10.00 - 19.99	9
00.00 - 9.99	10

*Divergence is a reduction in credit to reflect a difference in the relative credits for Fire Department and Water Supply.

CITY OF LOCKHART GRADING SUMMARY

Page 2

Assisting Communities
With Their ISO Rating

Mike Pietsch, P.E. Consulting Services, Inc.
3101 S. Country Club Rd.
Garland, TX 75043-1311
972.271.3292 Phone
214.728.6507 Cell
972.840.6665 Fax
michaelpietsch@tx.rr.com

March 10, 2022

City of Lockhart
C/O Mr. Randy Jenkins
Fire Chief
Lockhart Fire Department
308 W. San Antonio Rd.
Lockhart, TX 78644-0239

Dear Chief Jenkins:

Attached is a **CONTRACT/AGREEMENT** for Mike Pietsch, P.E. Consulting Services, Inc. to perform their consulting services in conjunction with the City of Lockhart's ISO rating. The Scope of Services are described in ***Exhibit A: Cover Letter, Phase I - Develop a grading point total that should have resulted from the recent ISO survey and develop a report based on this grading point total in order to eliminate the regression - Cost $16,000, and Phase II – Assist the City of Lockhart with a re-survey to eliminate the regression – Cost $6,500.*** The total cost of all services provided under this Contract/Agreement will not exceed ***$22,500.00.*** ***Payment Agreement: The City of Lockhart agrees to pay Mike Pietsch, P.E. Consulting Services, Inc. upon the conclusion of each phase of the consulting project.***

Accepted: _____ City Mgr _____ 3-10-22
Signature of Authorized Representative — Title — Date
For the City of Lockhart

Steven Lewis
Printed Name

Accepted: Mike Pietsch _____ President _____ 3/11/2022
Signature of Authorized Representative — Title — Date
For
Mike Pietsch, P.E. Consulting Services, Inc.

Mike Pietsch
Printed Name

INVOICE

Date: 04/07/22
Invoice #: Lockhart - 4

Mike Pietsch, P.E. Consulting Services, Inc.
3101 S. Country Club Rd.
Garland, TX 75043-1311

972.271.3292 Phone
972.840.6665 Fax
Email: michaelpietsch@tx.rr.com

Bill To: City of Lockhart
C/O Mr. Randy Jenkins
Fire Chief
Lockhart Fire Department
308 W. San Antonio Rd.
Lockhart, TX 78644

Terms: Due on receipt of report:

Consulting Services provided for the City of Lockhart: ***Develop a Grading Summary and Corresponding List of Suggested Improvements via a Report to Eliminate the Recent ISO Regression*** in order to sustain the ISO rating for the City of Lockhart as per the contract dated 03/10/22.

PAYMENT AGREEMENT:

The City of Lockhart agrees to pay Mike Pietsch, P.E. Consulting Services, Inc. upon the completion of this phase of the consulting project.

Amount Due: $16,000.00

Please remit to above address:

Thank you for the opportunity to serve the City of Lockhart.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mike Pietsch, P.E. Consulting Services Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3101 S. Country Club Rd.

Requester's name and address (optional)

6 City, state, and ZIP code
Garland, TX 75043-1311

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
3 5 – 2 1 8 4 0 5 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Mike Pietsch Date ▶ 4/7/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider Ordinance 2022-16 granting a revocable license pursuant to Sections 10.10 and 10.11 of the Home Rule Charter of the City of Lockhart for the erection of a gate across North Pecos Street at 1631 North Pecos Street.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Monte Akers, Steven Lewis

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION:
The city was approached by the resident at 1631 N. Pecos asking to put back a gate and fence across the right-of-way in front of his house to prevent vehicles from using a private road in front of his home to Highway 183.

The following are a few issues to consider pertaining to the installation of the gate:

- A "No Outlet" sign is erected on Silent Valley Road on North Pecos Street.
- A "Dead End" sign is in front of the house at 1631 N. Pecos.
- The signs have not deterred vehicles from taking the road down to Highway 183.

The resident at 1631 North Pecos states that a fence and a gate had previously been erected on the property for 20 plus years and he wants to put it back.

As provided in the Charter, the authority to erect the gate is fully revocable by the City at any time and for any reason.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: Ordinance, Exhibit A to Ordinance re 1631 Pecos, Picture where gate will be installed

ORDINANCE NO. 2022-16

AN ORDINANCE OF THE CITY OF LOCKHART GRANTING A REVOCABLE LICENSE PURSUANT TO SECTIONS 10.10 AND 10.11 OF THE HOME RULE CHARTER OF THE CITY FOR THE ERECTION OF A GATE ACROSS N. PECOS STREET AT 1631 N. PECOS STREET; PROVIDING CLAUSES FOR REPEALER, SEVERABILITY, AND EFFECTIVE DATE

WHEREAS, the City of Lockhart is a home rule city and a political subdivision of the State of Texas; and

WHEREAS, Section 10.10 of the City's Home Rule Charter provides that the city council shall have the power by ordinance to grant to any owner of property abutting upon the streets or other property of the city, the use thereof or to go over or under the same in any manner which may be necessary or proper to the enjoyment of said abutting property by the owner; provided, however, that such use be not inconsistent with, and does not unreasonably impair the public use to which said street or other public property may be dedicated; and

WHEREAS, Section 10.11 of the City's Home Rule Charter provides that the city council shall have the power to grant minor or temporary privileges in the streets, public ways, and public places of the city by ordinance or resolution. Such permit shall be unconditionally revocable at the will of the city council and shall not be deemed to be a franchise as used in this charter; and

WHEREAS, the owner of property located at 1631 N. Pecos Street in the City has requested the right to erect a gate across N. Pecos Street in order to reduce traffic attempting to access Highway 183; and

WHEREAS, N. Pecos Street is a public street that dead ends at a private driveway, does not access Highway 183, and is not normally necessary for access by members of the public;

WHEREAS, the current owners of property on N. Pecos Street that may be affected by the erection of a gate at 1631 N. Pecos support or do not oppose the placement of the gate; and

WHEREAS, the city council finds that placement of the gate is not at this time, inconsistent with and does not unreasonably impair the public use to which said street is dedicated;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS that:

SECTION 1: The foregoing recitals are adopted and incorporated herein for all purposes.

SECTION 2: The owner of property located at 1631 N. Pecos Street, which property is depicted on the Exhibit "A" that is attached hereto and incorporated herein, is hereby granted a revocable license, or permit, to erect a gate across N. Pecos Street at that location. Such gate shall not be locked, and the portion of N. Pecos Street behind the gate shall continue to be accessible by the City or other governmental entity, emergency vehicles, delivery vehicles, franchisees, and members of the public who have a reasonable need for such access.

SECTION 3: The right granted herein to erect the aforesaid gate is a temporary privilege in the street that is unconditionally revocable at the will of the city council.

SECTION 4. In the event that the city council revokes the rights granted herein, the owner of the property at 1631 N. Pecos shall be responsible for removing the gate within ten (10) days of being notified of the city council's action of revocation. In the event that the gate is not removed within such time period, the city may remove the gate and may place a lien on the property at 1631 N. Pecos equal to the City's cost of such removal.

SECTION 5. It is the intention of the city council that the components of this Ordinance are severable, and if any provision is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any remaining components of this Ordinance.

SECTION 6. This ordinance shall become effective upon its passage by the city council.

PASSED AND ADOPTED on this the 3rd day of May, 2022.

CITY OF LOCKHART

_____
Lew White, Mayor

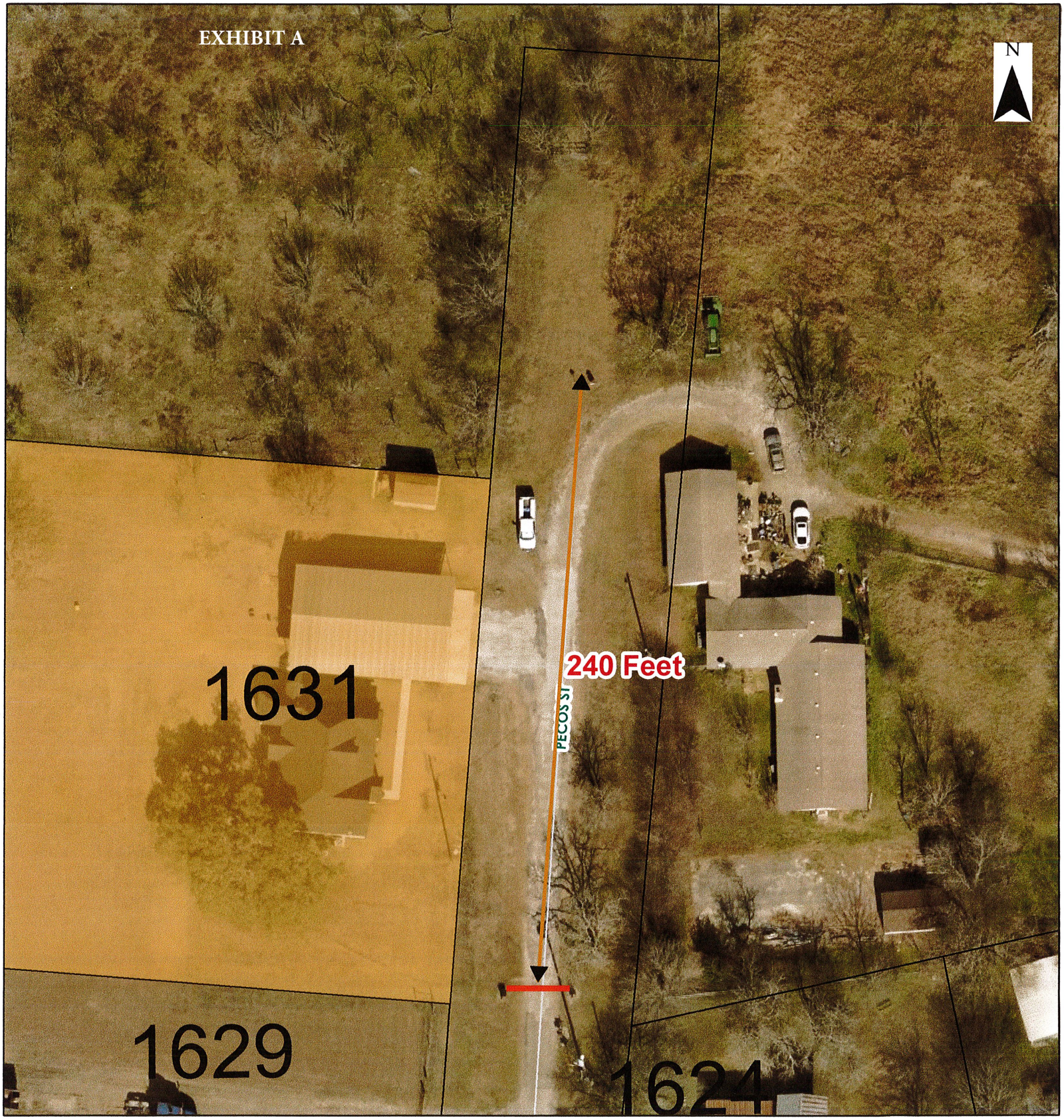
ATTEST:

_____
Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Monte Akers, City Attorney

EXHIBIT A



CITY OF
Lockhart
TEXAS

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the ground survey, and represents only the approximate relative location of property boundaries.

0 50 100 Feet

Map Legend

- 1631 N PECOS ST
- PARCEL BOUNDARY

DEAD
END
04/11/2022 09:28

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discussion and direction to staff regarding possible amendments to Chapter 64 regarding covered parking requirements in SF-1 and SF-2 residential development types.

ORIGINATING DEPARTMENT AND CONTACT: Council - Kara McGregor

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Councilperson McGregor requested discussion and possible action to consider amendments to Chapter 64 regarding covered parking requirements as outlined in Ordinance 2022-07 that was adopted by council on February 1, 2022 . Her comments are as follows:

The discussion on this item was focused on new development, and council did not discuss the impact on existing lots in the city classified as non-conforming, i.e. not in compliance with minimum lot size requirements. Our ordinances provide that non-conforming lots that were platted before April of 1990 can be developed or redeveloped. Lockhart has many such lots in older parts of town, with many clustered on the east side.

The requirements for covered parking on these very small lots creates a significant barrier to building on small vacant lots or removing unsafe structures and rebuilding, and could "orphan" many properties that could otherwise support a family home. In many cases, the lots are simply too narrow to build a home that could house a family and include a covered parking structure.

These lots are often on very narrow streets, so offsite parking requirements should remain. However, I propose that we exempt non-conforming lots platted before April of 1990 (to be consistent with other ordinances) from the requirement for a covered parking structure. Covered parking requirements would remain in place for all other new construction of residential properties, including new developments.

If the Council votes to direct staff to make amendments to Chapter 64, a formal public hearing, with legal notices, will thereafter be required at the Planning and Zoning Commission and the City Council.

PROJECT SCHEDULE (if applicable): N/A

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

AMOUNT & SOURCE OF FUNDING:
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: Council adopted Ordinance 2022-07 on February 1, 2022.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff seeks direction.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2022-07 as adopted on February 1, 2022

ORDINANCE 2022-07

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING CHAPTER 64 "ZONING", OF THE CODE OF ORDINANCES, ARTICLE VII "ZONING DISTRICTS AND STANDARDS", SECTION 64-197 "REGULATIONS COMMON TO ALL OR SEVERAL DISTRICTS", SUBSECTION (g)(2) "ADDITIONAL PARKING REQUIREMENTS WITHIN RESIDENTIAL DISTRICTS"; AND AMENDING CHAPTER 64 "ZONING", APPENDIX I "SPECIFIC REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT TYPES"; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, covered parking adds value and function to detached single-family dwellings compared to homes that do not have it; and,

WHEREAS, covered parking helps provide more off-street parking space than a driveway, alone, thereby reducing the possibility that vehicles will need to be parked in the public street; and,

WHEREAS, covered parking protects and extends the life of vehicles; and,

WHEREAS, covered parking can provide storage space out of the weather for items that are not typically kept inside the dwelling; and,

WHEREAS, covered parking should be designed and located such that it does not dominate or detract from the residential appearance and function of the front façade of detached single-family homes; and,

WHEREAS, the City Council has determined that the current lack of standards requiring covered parking for detached single-family dwellings can result in new single-family neighborhoods being developed with all vehicle parking being exposed to the weather and within view of residents and passers-by; and,

WHEREAS, detached single-family dwellings are classified in Chapter 64 "Zoning", Article VII "Zoning Districts and Standards", Section 64-196 "Establishment of Zoning Districts", and in "Appendix I" as either the SF-1 residential development type which requires a minimum lot width of 65 feet and a minimum lot area of 8,500 square feet, or the SF-2 residential development type which requires a minimum lot width of 50 feet and a minimum lot area of 5,500 square feet.

WHEREAS, an amendment to Chapter 64 "Zoning", Article VII "Zoning Districts and Standards" is proposed to require covered parking for the SF-1 and SF-2 residential development types, and provide reasonable standards to promote the attractive appearance and functionality of new homes; and,

WHEREAS, current practice has been to allow garages and carports to be counted toward the minimum required off-street parking, despite the fact that the Minimum Required Off-street Parking column of Appendix I "Specific Requirements for Residential Development Types excludes garages for all types of residential development; and,

WHEREAS, an amendment is proposed to delete the exclusion of garages as counting toward the minimum required off-street parking, so that the current practice can be continued; and,

WHEREAS, the City Council has determined that such amendments serve a public purpose and the Council desires to amend the Code of Ordinances accordingly;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

I. The foregoing recitals are approved and adopted herein for all purposes.

II. Chapter 64 "Zoning", Article VII "Zoning Districts and Standards", is hereby amended as follows, with all existing provisions not shown remaining unchanged:

Sec. 64-197. Regulations common to all or several districts.

(g) Minimum parking and loading requirements.

(2) Additional parking requirements in residential districts.

a. Each dwelling unit of the SF-1 and SF-2 development type shall provide covered vehicle parking in the form of a carport or garage having a usable parking area, exclusive of storage or other functions, of at least 440 square feet (two vehicles) for the SF-1 development type or 220 square feet (one vehicle) for the SF-2 development type. Carports shall be provided with an integral enclosed storage room of at least 40 square feet. Garages and carports shall not extend closer to the front property line than the wall or covered porch of the front of the house that is closest to the front property line. Front-facing garage doors for single-car and two-car garages shall not occupy more than 40 percent, and front-facing garage doors for three-car garages shall not occupy more than 50 percent, of the width of the house.

III. Chapter 64 "Zoning", Appendix I "Specific Requirements for Residential Development Types", is hereby amended by changing the heading of the eleventh column to read as follows: *"Min. Off-street Parking Spaces Per Dwelling Unit (Note 3)"*.

IV. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

V. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

VI. Penalty: Any person who violates any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in Section 1-8 of the City Code.

VII. Publication: That the City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

VIII. Effective Date. That this ordinance shall become effective and be in full force ten days from the date of its passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE FIRST DAY OF FEBRUARY, 2022.

CITY OF LOCKHART

Lew White

Lew White
Mayor

ATTEST:

Connie Constancio

Connie A. Constancio, TRMC
City Secretary

APPROVED AS TO FORM:

Monte Akers
City Attorney

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Consider and take action to authorize the Mayor to execute a Tower Use License with Broussard Tower Rentals, Inc. to continue the City's use of the radio tower located at 1511 East Market St. within the City of Lockhart for the purposes of police, fire, EMS and other City related communications; and to authorize the Mayor to execute a Tower Use License with Clearview Tower Company III, LLC. to continue the City's use of a radio tower located near Luling, TX known as Iron Mountain for the same purposes as above.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Doug Montgomery

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:
This item is essentially a renewal of an existing agreement that has been in place since the early 1990s. Kent Broussard Tower Rentals, Inc. is in the process of selling all their assets to Clearview Tower Company III, LLC and has already sold the Iron Mountian (Luling) tower to them. The new agreements will maintain the status quo, but they more clearly identify the price structure and lease terms. On April 19, 2022, Council voted to postpone the approval of these agreements because Staff had some last-minute questions for the current and future owners which have since been answered.

PROJECT SCHEDULE (if applicable): Immediately for the land lease agreement with the new tower use license agreement beginning June 1, 2022.

AMOUNT & SOURCE OF FUNDING:
Funds Required: $63,318
Account Number: 231-5314-214-00
Funds Available: $63,318
Account Name: Rents & Leases

FISCAL NOTE (if applicable): $63,318 annually; increasing 4% on January 1, 2023 and every two years after that.

PREVIOUS COUNCIL ACTION: Approval of previous agreements and extensions going back to early 1990s.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Luling Tower Use License, Lockhart Tower Use License

TOWER USE LICENSE

THIS AGREEMENT, is made as of this ___ day of _____, 2022, by and between **Clearview Tower Company III, LLC** ("Owner") and **City of Lockhart Texas** ("User")**.**

OWNER AND USER AGREE AS FOLLOWS:

1. **Scope of License.** Subject to the terms and conditions of this Tower Use License ("Agreement") and of the Master Lease (as hereinafter defined), Owner hereby grants to User the non-exclusive right to install, maintain and operate the radio communications equipment described in **EXHIBIT A** annexed hereto and made a part hereof ("Equipment") at Owner's communications site described in **EXHIBIT B** annexed hereto and made a part hereof ("Site").

2. **Term.** The term of this Agreement shall commence on June 1, 2022; and shall continue for a period of five (5) years ("Initial Term"), with three (3) additional five (5) year renewal periods (each a "Renewal Term"). Each Renewal Term shall commence automatically without further action on the part of Owner or User; provided, however, that User may terminate this Agreement at the expiration of the Initial Term by giving the Owner written notice not less than ninety (90) days' prior to the expiration of that Term, or upon one (1) year prior written notice during any Renewal Term.

3. **Fees.**

(a) User shall pay to Owner a monthly fee of One Thousand Four Hundred Forty-Five ($1,445.00) Dollars ("Base Fee") during the Initial Term and any Renewal Term(s), subject to the increases set forth in Paragraph 3(c) below, which shall be payable on the first day of every month. The Base Fee is **exclusive** of charges for the furnishing of electricity to User. **User shall not be responsible for furnishing electricity used by other tenants at Owner's Site**. User shall furnish and install an electrical meter at the Site for the measurement of its electrical power used, and pay directly to the local utility for any electricity it uses. Base Fee payments shall be deemed the sole and exclusive property of Owner and shall not be subject to delay, offset, refund or placement in escrow for any reason or purpose.

(b) Effective on January 1, 2023, and each second anniversary of that date during the Initial Term and any Renewal Term of this Agreement, the then current Base Fee payable by User to Owner shall be increased by an amount equal to four (4.0%) percent.

(c) User agrees that payment of the monthly Base Fee shall be due and paid without the necessity of a demand or invoice from the Owner. Any additional fees or other payments set forth herein shall be payable upon User's receipt of an invoice from Owner. User shall pay an additional charge of two (2.0%) percent of the monthly fee for each payment made more than fifteen business days after its due date.

4. **Inspection of Site.** The Site shall be provided in **"AS IS"** condition by Owner. User has visited and inspected the Site and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to User by Owner as to the condition of the Site, including the tower or towers, as the case may be, and/or the storage facilities, or as to any engineering data. User is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Site for User's use. Owner shall have no obligation to obtain licenses for User, or to maintain, insure, operate or safeguard User's Equipment.

5. **Installation, Maintenance and Operating Procedures.**

(a) User shall install, maintain and operate its Equipment during the term hereof in compliance with all present

and future rules and regulations of any local, State, or Federal authority having jurisdiction with respect thereto (including, without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA"). Prior to the installation of its Equipment, or any modification or changes to the Equipment, if any (but excluding repairs, minor modifications and/or replacement with substantially similar equipment), User shall comply with the following:

(i) User shall submit in writing all plans for such installations, modifications or changes for Owner's written approval, such approval not to be unreasonably withheld or delayed.

(ii) All work performed at the Site in connection with the installation, maintenance, operation, modification and removal of User's Equipment shall be performed at User's sole cost and expense either by User's employees or by contractors approved by Owner, such approval not to be unreasonably withheld or delayed. User shall only allow fully trained technicians and authorized personnel to work on its Equipment located at the Site who will undertake such work only in compliance with applicable FCC, OSHA and other applicable governmental laws, rules and regulations, including all laws, rules and regulations involving radio frequency (RF) radiation emissions and/or safety and work standards for work performed on or near communication towers and antenna sites. At Owner's request, User shall provide written evidence of compliance with this Paragraph 5(a)(ii) in the form of copies of any applicable training certifications, licenses and/or permits of its employees and contractors. User shall require all contractors, as a condition to their engagement, to agree to be bound by provisions materially similar to those included in this Agreement, specifically those relating to the indemnification of Owner and insurance requirements. The engagement of a contractor by User shall not relieve User of any of its obligations under this Agreement.

(iii) No work performed by User, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Site or to User's Equipment, will be deemed to be for the immediate use and benefit of Owner so that no mechanic's or other lien will be allowed against the property and estate of Owner by reason of any consent given by Owner to User to improve the Site. If any mechanic's or other liens will at any time be filed against the Site or the property of which the Site is a part by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to User or to anyone using the Site through or under User, User will forthwith cause the same to be discharged of record or bonded to the satisfaction of Owner. If User fails to cause such lien to be so discharged or bonded within ten (10) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of Owner, Owner may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Owner, including reasonable attorneys' fees incurred by Owner either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the statutory rate, will be due and payable by User to Owner as an additional fee hereunder.

(b) Subject to Paragraph 5(a)(ii) above, Owner agrees that, during the term of this Agreement, User's employees and contractors shall have access to the Site for the purpose of maintenance and repair of User's Equipment twenty-four (24) hours per day, seven (7) days per week. Owner shall provide User with a key and/or combination to the lock(s) at the Site in order to facilitate such access. All access to the Site shall be subject to the continuing control of, as well as the reasonable security and safety procedures established from time to time by, Owner.

6. **Interference.**

(a) Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation or operation of User's Equipment shall interfere:

(i) with other radio communications systems and equipment installed prior to the Commencement Date of this Agreement, User shall upon request (verbal or otherwise) suspend its operations (except for

intermittent testing) and do whatever Owner deems necessary to eliminate or remedy such interference. If it is determined that such interference cannot be rectified, then Owner may, at its option, terminate this Agreement upon written notice to User, whereupon User shall remove the Equipment at its sole cost and expense and in accordance with Section 8 herein; or

(ii) with any other radio communications systems and equipment installed at the Site after the Commencement Date of this Agreement, User shall cooperate fully with Owner and any future tenant or licensee injured by User's interference ("Future Party") to remedy the interference. User shall do whatever Owner deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference shall be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in User's system, Equipment, or installation.

(b) User hereby acknowledges that Owner has licensed and/or leased, and will continue to license and/or lease, space at and upon the Site to third parties for the installation and operation of radio communication facilities. Owner agrees for itself, and its successors and assigns, not to construct or permit, approve, cause or otherwise allow to be constructed any improvements, structure or other facility that would interfere with User's use of the Site under this Agreement. Specifically, Owner shall be prohibited from installing, or authorizing the installation of, broadcast equipment that would cause the tower to exceed its designed structural capacity and shall be prohibited from interfering with User's utilization of the Site pursuant to this Agreement.

(c) Owner agrees to include provisions which are substantially similar to Paragraph 6(a) in all future licenses, leases or other agreements relating to the use of the Site for telecommunications purposes.

7. **Removal of User's Equipment.** Provided that User is not in default in the performance of its obligations hereunder, at the expiration of this Agreement or earlier termination thereof, User shall remove any and all of the Equipment and the Site shall be restored to a condition reasonably matching the condition existing prior to the Commencement Date of this Agreement, normal wear and tear excepted. Such removal and restoration shall be performed pursuant to the guidelines set forth in Section 5 of this Agreement, without any interference, damage or destruction to any other equipment, structures or operations at the Site or any equipment of other licensee or tenants thereon. Any and all interference or damage caused to the Site or equipment of other licensees or tenants by such removal shall be immediately repaired or eliminated by User. If User fails to make such repairs, at User's sole cost and expense, within three (3) days after the occurrence of such damage, injury or interference, Owner may perform all the necessary repairs at User's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder. If User fails to remove the Equipment within thirty (30) days following any termination of this Agreement, Owner may, at its option, either (i) remove and store the Equipment at User's sole cost and expense, without being liable for any damage therefore; or (ii) deem ownership of the Equipment to have been conveyed to Owner and Owner may dispose of the Equipment in such lawful manner as it shall determine.

8. **Indemnification.**

(a) User shall indemnify and hold Owner harmless from (i) all costs of any damage done to Owner's or other licensees' or tenants' facilities or equipment located at the Site, that occur as a result of the installation, operation or maintenance of User's Equipment or other improvements; and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers' compensation law or any plan of employee's disability and death benefits, arising out of User's occupancy of the Site or the installation, maintenance and operation or removal of User's Equipment, except only such damages, costs, claims, causes of action or demands caused solely by the negligence or willful misconduct of Owner.

(b) User shall also indemnify and hold Owner harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any worker's compensation law or any plan of employees' disability and death benefits, arising out of or resulting from any claims, damages,

losses, liabilities or causes of action resulting in any way from RF radiation emissions from User's Equipment or any other harmful effect of User's Equipment.

(c) Owner shall not be responsible or liable to User for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or tenants occupying the Site. User hereby assumes the risk of the inability to operate as a result of any structural or power failures at the Site or failure of User's Equipment and agrees Owner shall not under any circumstances be liable for any incidental or consequential damages, or for any lost profits due to business interruption, suffered or incurred by User for any reason.

9. **Damage or Destruction.** Owner and User agree that Owner shall in no way be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Site or to User's Equipment located thereon, by fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event the Site or any part thereof is damaged or destroyed by elements or any other cause, Owner may elect to repair, rebuild, or restore the Site or any part thereof, to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of such casualty until the Site, in Owner's opinion, is restored to a usable condition for User's operation. If Owner chooses not to repair, restore or rebuild the Site, Owner shall send to User a notice of cancellation of this Agreement within thirty (30) days of such casualty. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty.

10. **Insurance.** User shall keep in full force and effect during the term of this Agreement Commercial General Liability and Automobile Liability insurance on a "per claims made" basis, with the following minimum limits:

Commercial General Liability:	$2,000,000 General Aggregate
(Limits apply per location)	$2,000,000 Products/Completed Operations Aggregate
	$1,000,000 Personal & Advertising Injury
	$1,000,000 Each Occurrence
Automobile Liability:	$1,000,000 Combined Single Limit
Workers' Compensation:	Statutory
	$100,000 Each Accident
	$500,000 Disease Limit
	$100,000 Disease – Each Employee
Umbrella Liability:	$5,000,000
User's Equipment Coverage:	All Risk Coverage (Equipment Limit Applicable to each Tower)

The insurance policy shall be endorsed to include Owner as an additional insured and shall provide that Owner will receive at least thirty (30) days' prior written notice of any cancellation or material change in such insurance policy. User shall furnish to Owner, prior to the installation of the Equipment, and for the duration of this Agreement thereafter, current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect.

11. **Taxes.** User hereby acknowledges that the existence of User's Equipment and other improvements at the Site may result in an increase in the assessed valuation of the Site. User agrees to reimburse Owner upon receipt of documentation showing that User's Equipment or other improvements caused an increase in the assessed value of the Site, for User's proportionate share of any increases in the real estate taxes payable by Owner as a consequence of the increase in assessed valuation. Owner hereby agrees to cooperate with User, at User's sole cost and expense, to obtain an abatement of any such increased assessment. In the event any sales, use or other tax shall be payable by Owner in connection with this Agreement, User shall reimburse Owner on demand for such payments or shall furnish necessary documentation to the appropriate government authorities to show that fee payments hereunder shall be exempt from such sales, use or other tax.

12. **Notices.** All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage prepaid, by certified mail or by a reliable overnight courier service with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

***If to Owner*:**
Clearview Tower Company III, LLC
26 Yolanda Drive
Edison, NJ 08817
Attn: Legal Department

***If to User*:**
City of Lockhart, Texas
PO Box 239
Lockhart, TX 78644

Notice given by certified mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

13. **Default.**

(a) Any one or more of the following events shall constitute a default ("Default") by User under this Agreement:

(i) the failure of payment of fees, additional fees or other payments set forth herein and such failure continues for ten (10) days after Owner provides written notice thereof to User;

(ii) abandonment of either the User Equipment or that portion of the Site upon which the User Equipment was installed;

(iii) User's failure to perform any other of its obligations under this Agreement and such failure continues for thirty (30) days after Owner gives written notice thereof to User.

(b) In the event of a Default, notwithstanding all other remedies available at law or equity or contained herein, Owner shall have the right to accelerate all rents and other charges due to Owner from User for the remainder of the then current term of this Agreement and User shall pay the same upon demand. Additionally, Owner may at its option: (i) terminate this Agreement upon written notice to User; and (ii) either (A) disconnect, remove and store the Equipment at User's sole cost and expense, without being liable for any damage therefore; or (B) deem ownership of the Equipment to have been conveyed to Owner and Owner may dispose of the Equipment in such lawful manner as it shall determine. In the event that Owner should, as a result of the Default in the performance by User of its obligations hereunder, incur any costs or expenses on behalf of User or in connection with User's obligations hereunder, such sums shall be immediately due to Owner upon rendering of an invoice to User as an additional fee hereunder.

(c) At any time or from time to time after the removal of the User's property from the Site pursuant to Paragraph 14(b) above, whether or not the current term of this Agreement shall have been terminated, Owner may (but shall be under no obligation to) re-license User's former space at the Site, or any part thereof, for the account of the Owner, for such term or terms (which may be greater than or less than the period which would otherwise have constituted the balance of the current term) and on such conditions (which may include concessions or free rent) and for such uses as Owner, in Owner's absolute discretion, may determine, and may collect and receive payments therefrom. Owner shall not be responsible or liable for any failure to re-license User's former space at the Site or any part thereof or for any failure to collect any payments due upon any such re-licensing.

(d) No Default pursuant to this Section 14, by operation of law or otherwise (except as expressly provided herein), no removal of User's property from the Site pursuant to the terms of this Agreement, and/or no re-licensing

of User's former space at the Site shall relieve User of User's obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. Without limiting the foregoing, upon User's removal from the Site pursuant to this Section 14, User shall nonetheless remain liable for all monthly fees and other payments hereunder for the remainder of the then-current term.

(e) All of the rights, powers, and remedies of Owner provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by Owner of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by Owner of any or all of such other rights, powers, or remedies.

14. **Assignment.** Owner reserves the right to assign, transfer, mortgage or otherwise encumber the Site and/or its interest in this Agreement. User shall upon demand execute and deliver to Owner such further instruments subordinating this Agreement, as may be required by Owner in connection with Owner's contemplated transaction. If a third party acquires title to the Site or to Owner's interest therein, including by foreclosure or by acceptance of a conveyance in lieu of foreclosure of a lien, then User will automatically become the licensee of such successor-in-interest without change in the terms or other provisions of this Agreement; provided, however, that such successor-in-interest shall not be bound (a) by any payment of the Base Fee for more than one month in advance or (b) by any amendment or modification of this Agreement made without the written consent of such successor-in-interest. Upon request by User or such successor-in-interest, User and such successor-in-interest shall execute and deliver an instrument or instruments confirming the nondisturbance and attornment herein provided.

15. **Estoppel Certificate**. From time to time, upon not less than twenty (20) days' prior written notice by either party, the other party shall execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Agreement (together with any non-disturbance agreement) is unmodified and in full force and effect (or identifying any modification or modifications) and that the requesting party is not in default, except as specified in such statement, in regard to any of its obligations under this Agreement and further setting forth the dates to which all sums payable as rent hereunder have been paid in advance, if any, and such other statements relating to delivery and acceptance of the Site as the requesting party's lender, purchaser, or permitted assignee may require. Said statement shall be accurate and binding on the other party and may be relied upon by the party requesting such statement and such lender, purchaser or assignee.

16. **Miscellaneous.**

(a) This Agreement shall not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by Owner and User. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

(b) This Agreement embodies the entire agreement between the parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

(c) This Agreement may be executed in counterpart copies, each of which shall be deemed an original, but which together shall constitute a single instrument. All section headings and captions used herein are for the convenience of the parties only and shall not be considered a substantive part of the Agreement.

(d) This Agreement shall be governed by and construed in accordance with the laws in which the Site is located.

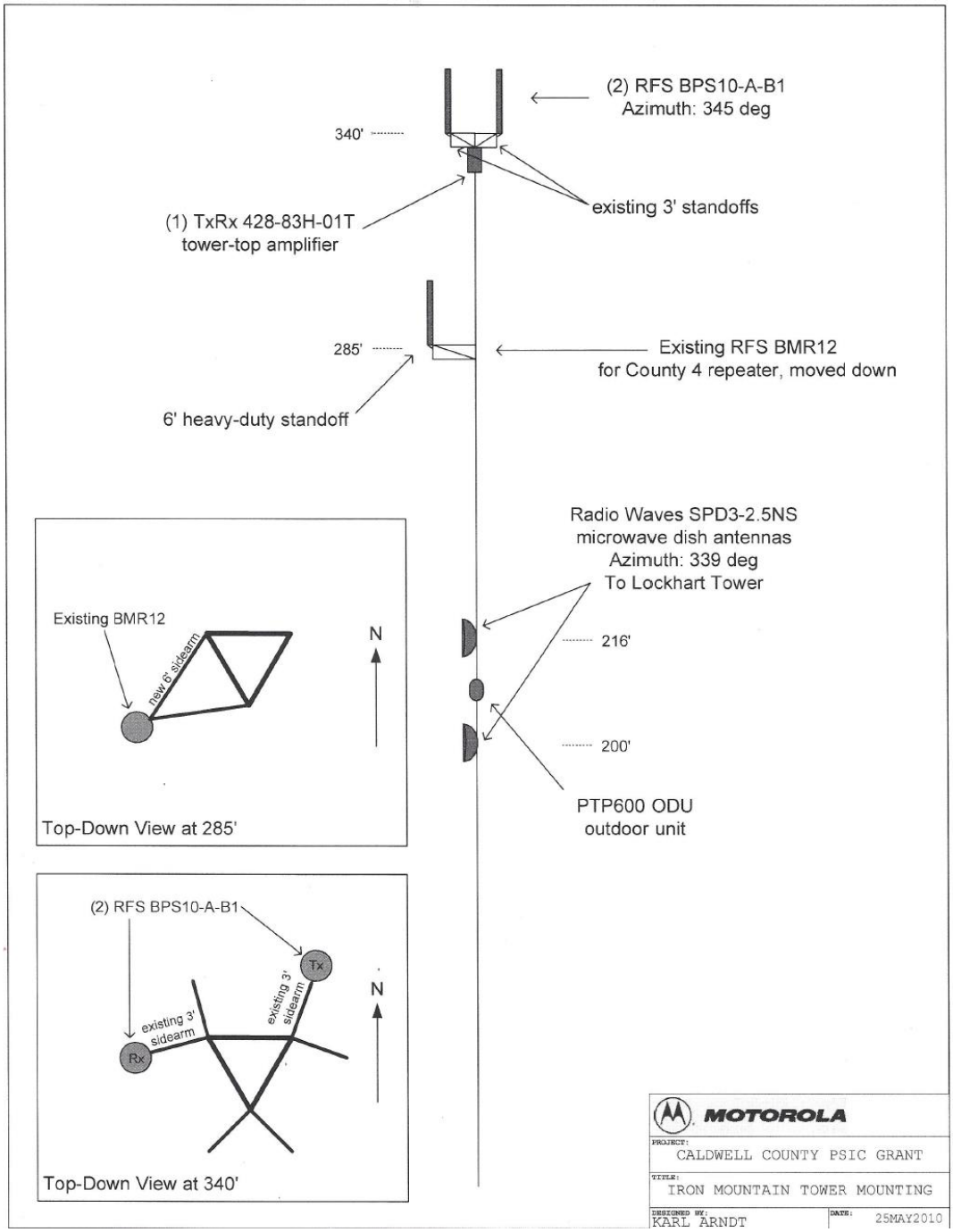
(e) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of Owner.

(f) This Agreement creates a license only and User acknowledges that User does not and shall not claim at any time, any real property interest or estate of any kind or extent whatsoever in the Site by virtue of this Agreement or User's use of the Site pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between Owner and User.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

***Owner*: Clearview Tower Company III, LLC**	***User*: City of Lockhart, Texas**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A



Also, ground space measuring approximately 10’ x 20’ for User’s private equipment shelter.

EXHIBIT B

Site

***Site Name*:**

The Site consists of the telecommunications tower and equipment shelter located at:

Iron Mountain
Near Luling, in Gonzales County, Texas

The geodetic coordinates of the Site are:

North Latitude:	29 – 39 – 03
West Longitude:	97 – 33 – 20

TOWER USE LICENSE

THIS AGREEMENT is made as of this ___ day of _____, 2022, by and between **Kent Broussard Tower Rentals, Inc.** ("Owner") and **City of Lockhart Texas** ("User")**.**

OWNER AND USER AGREE AS FOLLOWS:

1. **Scope of License.** Subject to the terms and conditions of this Tower Use License ("Agreement") and of the Master Lease (as hereinafter defined), Owner hereby grants to User the non-exclusive right to install, maintain and operate the radio communications equipment described in **EXHIBIT A** annexed hereto and made a part hereof ("Equipment") at Owner's communications site described in **EXHIBIT B** annexed hereto and made a part hereof ("Site").

2. **Term.** The term of this Agreement shall commence on June 1, 2022; and shall continue for a period of five (5) years ("Initial Term"), with three (3) additional five (5) year renewal periods (each a "Renewal Term"). Each Renewal Term shall commence automatically without further action on the part of Owner or User; provided, however, that User may terminate this Agreement at the expiration of the Initial Term by giving the Owner written notice not less than ninety (90) days' prior to the expiration of that Term, or upon one (1) year prior written notice during any Renewal Term.

3. **Fees.**

(a) User shall pay to Owner a monthly fee of Three Thousand Two Hundred Forty-Seven Dollars and Fifty Cents ($3,247.50) ("Base Fee") during the Initial Term and any Renewal Term(s), subject to the increases set forth in Paragraph 3(f) below, which shall be payable on the first day of every month.

(b) User shall pay to Owner a yearly fee of Seven Thousand Eight Dollars and No Cents ($7,008.00) ("Police Fee") during the Initial Term and any Renewal Term(s), subject to the increases set forth in Paragraph 3(f) below, which shall be payable within 30 days after the anniversary of this Agreement.

(c) The Base Fee and Police Fee are **exclusive** of charges for the furnishing of electricity to User. **User shall not be responsible for furnishing electricity used by other tenants at Owner's Site**. User shall furnish and install an electrical meter at the Site for the measurement of its electrical power used, and pay directly to the local utility for any electricity it uses. Base Fee and Police Fee payments shall be deemed the sole and exclusive property of Owner and shall not be subject to delay, offset, refund or placement in escrow for any reason or purpose.

(d) User may place up to four (4) transmission lines at the position of their choice at the 250-foot level or below on the tenant's 360-foot tower at no charge ("in-kind") to satisfy Owner's rent obligation to the City of Lockhart pursuant to the Land Lease Agreement executed by the User and Owner in a separate instrument.

(e) All items in use by User and the associated fees are as follows:

i. The Base Fee includes the following items:

	Item	Quantity	Fee
1.	Trunk Transmission Line from 250' to 360' (110')	4	$880.00
2.	Coaxial Transmission Line of 1125'	1	$1,687.50
3.	Dish antenna	4	$600.00
4.	PTP600 ODU	4	$80.00
	Total (paid monthly)		**$3,247.50**

ii. The Police Fee includes the following items:

	Item	Quantity	Fee
1.	RFS BMR12-O-B1 Antennas 12dB Omni-Directional with TxRx 428-83H-01T Tower-top Amplifier for Lockhart Police at 360'	2	$7,008.00
	Total (paid yearly)		**$7,008.00**

iii. The "in-kind" items include the following:

	Item	Quantity	Fee
1.	Trunk Transmission line from ground to 250'	4	$2,000.00
	Total (accounted for monthly)		**$2,000.00**

(f) Effective on January 1, 2023, and each second anniversary of that date during the Initial Term and any Renewal Term of this Agreement, the then current Base Fee and Police Fee payable by User to Owner shall be increased by an amount equal to four (4.0%) percent.

(g) User agrees that payment of the monthly Base Fee, yearly Police Fee, and the Electric Fee shall be due and paid without the necessity of a demand or invoice from the Owner. Any additional fees or other payments set forth herein shall be payable upon User's receipt of an invoice from Owner. User shall pay an additional charge of two (2.0%) percent of the monthly fee for each payment made more than fifteen business days after its due date.

4. **Inspection of Site.** The Site shall be provided in **"AS IS"** condition by Owner. User has visited and inspected the Site and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to User by Owner as to the condition of the Site, including the tower or towers, as the case may be, and/or the storage facilities, or as to any engineering data. User is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Site for User's use. Owner shall have no obligation to obtain licenses for User, or to maintain, insure, operate or safeguard User's Equipment.

5. **Installation, Maintenance and Operating Procedures.**

(a) User shall install, maintain and operate its Equipment during the term hereof in compliance with all present and future rules and regulations of any local, State, or Federal authority having jurisdiction with respect thereto (including, without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA"). Prior to the installation of its Equipment, or any modification or changes to the Equipment, if any (but excluding repairs, minor modifications and/or replacement with substantially similar equipment), User shall comply with the following:

(i) User shall submit in writing all plans for such installations, modifications or changes for Owner's written approval, such approval not to be unreasonably withheld or delayed.

(ii) All work performed at the Site in connection with the installation, maintenance, operation, modification and removal of User's Equipment shall be performed at User's sole cost and expense either by User's employees or by contractors approved by Owner, such approval not to be unreasonably withheld or delayed. User shall only allow fully trained technicians and authorized personnel to work on its Equipment located at the Site who will undertake such work only in compliance with applicable FCC, OSHA and other applicable governmental laws, rules and regulations, including all laws, rules and regulations involving radio frequency (RF) radiation emissions and/or safety and work standards for work performed on or near communication towers and antenna sites. At Owner's request, User shall provide written evidence of compliance with this Paragraph 5(a)(ii) in the form of copies of any applicable training certifications, licenses and/or permits of its employees and contractors. User shall require all contractors,

as a condition to their engagement, to agree to be bound by provisions materially similar to those included in this Agreement, specifically those relating to the indemnification of Owner and insurance requirements. The engagement of a contractor by User shall not relieve User of any of its obligations under this Agreement.

(iii) No work performed by User, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Site or to User's Equipment, will be deemed to be for the immediate use and benefit of Owner so that no mechanic's or other lien will be allowed against the property and estate of Owner by reason of any consent given by Owner to User to improve the Site. If any mechanic's or other liens will at any time be filed against the Site or the property of which the Site is a part by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to User or to anyone using the Site through or under User, User will forthwith cause the same to be discharged of record or bonded to the satisfaction of Owner. If User fails to cause such lien to be so discharged or bonded within ten (10) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of Owner, Owner may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Owner, including reasonable attorneys' fees incurred by Owner either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the statutory rate, will be due and payable by User to Owner as an additional fee hereunder.

(b) Subject to Paragraph 5(a)(ii) above, Owner agrees that, during the term of this Agreement, User's employees and contractors shall have access to the Site for the purpose of maintenance and repair of User's Equipment twenty-four (24) hours per day, seven (7) days per week. Owner shall provide User with a key and/or combination to the lock(s) at the Site in order to facilitate such access. All access to the Site shall be subject to the continuing control of, as well as the reasonable security and safety procedures established from time to time by, Owner.

6. **Interference.**

(a) Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation or operation of User's Equipment shall interfere:

(i) with other radio communications systems and equipment installed prior to the Commencement Date of this Agreement, User shall upon request (verbal or otherwise) suspend its operations (except for intermittent testing) and do whatever Owner deems necessary to eliminate or remedy such interference. If it is determined that such interference cannot be rectified, then Owner may, at its option, terminate this Agreement upon written notice to User, whereupon User shall remove the Equipment at its sole cost and expense and in accordance with Section 8 herein; or

(ii) with any other radio communications systems and equipment installed at the Site after the Commencement Date of this Agreement, User shall cooperate fully with Owner and any future tenant or licensee injured by User's interference ("Future Party") to remedy the interference. User shall do whatever Owner deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference shall be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in User's system, Equipment, or installation.

(b) User hereby acknowledges that Owner has licensed and/or leased, and will continue to license and/or lease, space at and upon the Site to third parties for the installation and operation of radio communication facilities. Owner agrees for itself, and its successors and assigns, not to construct or permit, approve, cause or otherwise allow to be constructed any improvements, structure or other facility that would interfere with User's use of the Site under this Agreement. Specifically, Owner shall be prohibited from installing, or authorizing the installation of, broadcast equipment that would cause the tower to exceed its designed structural capacity and shall be prohibited from interfering with User's utilization of the Site pursuant to this Agreement.

(c) Owner agrees to include provisions which are substantially similar to Paragraph 6(a) in all future licenses, leases or other agreements relating to the use of the Site for telecommunications purposes.

7. **Removal of User's Equipment.** Provided that User is not in default in the performance of its obligations hereunder, at the expiration of this Agreement or earlier termination thereof, User shall remove any and all of the Equipment and the Site shall be restored to a condition reasonably matching the condition existing prior to the Commencement Date of this Agreement, normal wear and tear excepted. Such removal and restoration shall be performed pursuant to the guidelines set forth in Section 5 of this Agreement, without any interference, damage or destruction to any other equipment, structures or operations at the Site or any equipment of other licensee or tenants thereon. Any and all interference or damage caused to the Site or equipment of other licensees or tenants by such removal shall be immediately repaired or eliminated by User. If User fails to make such repairs, at User's sole cost and expense, within three (3) days after the occurrence of such damage, injury or interference, Owner may perform all the necessary repairs at User's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder. If User fails to remove the Equipment within thirty (30) days following any termination of this Agreement, Owner may, at its option, either (i) remove and store the Equipment at User's sole cost and expense, without being liable for any damage therefore; or (ii) deem ownership of the Equipment to have been conveyed to Owner and Owner may dispose of the Equipment in such lawful manner as it shall determine.

8. **Indemnification.**

(a) User shall indemnify and hold Owner harmless from (i) all costs of any damage done to Owner's or other licensees' or tenants' facilities or equipment located at the Site, that occur as a result of the installation, operation or maintenance of User's Equipment or other improvements; and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers' compensation law or any plan of employee's disability and death benefits, arising out of User's occupancy of the Site or the installation, maintenance and operation or removal of User's Equipment, except only such damages, costs, claims, causes of action or demands caused solely by the negligence or willful misconduct of Owner.

(b) User shall also indemnify and hold Owner harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any worker's compensation law or any plan of employees' disability and death benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action resulting in any way from RF radiation emissions from User's Equipment or any other harmful effect of User's Equipment.

(c) Owner shall not be responsible or liable to User for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or tenants occupying the Site. User hereby assumes the risk of the inability to operate as a result of any structural or power failures at the Site or failure of User's Equipment and agrees Owner shall not under any circumstances be liable for any incidental or consequential damages, or for any lost profits due to business interruption, suffered or incurred by User for any reason.

9. **Damage or Destruction.** Owner and User agree that Owner shall in no way be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Site or to User's Equipment located thereon, by fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event the Site or any part thereof is damaged or destroyed by elements or any other cause, Owner may elect to repair, rebuild, or restore the Site or any part thereof, to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of such casualty until the Site, in Owner's opinion, is restored to a usable condition for User's operation. If Owner chooses not to repair, restore or rebuild the Site, Owner shall send to User a notice of cancellation of this Agreement within thirty (30) days of such casualty. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty.

10. **Insurance.** User shall keep in full force and effect during the term of this Agreement Commercial General Liability and Automobile Liability insurance on a "per claims made" basis, with the following minimum limits:

Commercial General Liability:	$2,000,000 General Aggregate
(Limits apply per location)	$2,000,000 Products/Completed Operations Aggregate
	$1,000,000 Personal & Advertising Injury
	$1,000,000 Each Occurrence
Automobile Liability:	$1,000,000 Combined Single Limit
Workers' Compensation:	Statutory
	$100,000 Each Accident
	$500,000 Disease Limit
	$100,000 Disease – Each Employee
Umbrella Liability:	$5,000,000
User's Equipment Coverage:	All Risk Coverage (Equipment Limit Applicable to each Tower)

The insurance policy shall be endorsed to include Owner as an additional insured and shall provide that Owner will receive at least thirty (30) days' prior written notice of any cancellation or material change in such insurance policy. User shall furnish to Owner, prior to the installation of the Equipment, and for the duration of this Agreement thereafter, current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect.

11. **Taxes.** User hereby acknowledges that the existence of User's Equipment and other improvements at the Site may result in an increase in the assessed valuation of the Site. User agrees to reimburse Owner upon receipt of documentation showing that User's Equipment or other improvements caused an increase in the assessed value of the Site, for User's proportionate share of any increases in the real estate taxes payable by Owner as a consequence of the increase in assessed valuation. Owner hereby agrees to cooperate with User, at User's sole cost and expense, to obtain an abatement of any such increased assessment. In the event any sales, use or other tax shall be payable by Owner in connection with this Agreement, User shall reimburse Owner on demand for such payments or shall furnish necessary documentation to the appropriate government authorities to show that fee payments hereunder shall be exempt from such sales, use or other tax.

12. **Notices.** All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage prepaid, by certified mail or by a reliable overnight courier service with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

***If to Owner*:**	***If to User*:**
Kent Broussard Tower Rentals, Inc.	City of Lockhart, Texas
P.O. Box 1883	PO Box 239
Bay City, TX	Lockhart, TX 78644

Notice given by certified mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

13. **Default.**

(a) Any one or more of the following events shall constitute a default ("Default") by User under this

Agreement:

(i) the failure of payment of fees, additional fees or other payments set forth herein and such failure continues for ten (10) days after Owner provides written notice thereof to User;

(ii) abandonment of either the User Equipment or that portion of the Site upon which the User Equipment was installed;

(iii) User's failure to perform any other of its obligations under this Agreement and such failure continues for thirty (30) days after Owner gives written notice thereof to User.

(b) In the event of a Default, notwithstanding all other remedies available at law or equity or contained herein, Owner shall have the right to accelerate all rents and other charges due to Owner from User for the remainder of the then current term of this Agreement and User shall pay the same upon demand. Additionally, Owner may at its option: (i) terminate this Agreement upon written notice to User; and (ii) either (A) disconnect, remove and store the Equipment at User's sole cost and expense, without being liable for any damage therefore; or (B) deem ownership of the Equipment to have been conveyed to Owner and Owner may dispose of the Equipment in such lawful manner as it shall determine. In the event that Owner should, as a result of the Default in the performance by User of its obligations hereunder, incur any costs or expenses on behalf of User or in connection with User's obligations hereunder, such sums shall be immediately due to Owner upon rendering of an invoice to User as an additional fee hereunder.

(c) At any time or from time to time after the removal of the User's property from the Site pursuant to Paragraph 14(b) above, whether or not the current term of this Agreement shall have been terminated, Owner may (but shall be under no obligation to) re-license User's former space at the Site, or any part thereof, for the account of the Owner, for such term or terms (which may be greater than or less than the period which would otherwise have constituted the balance of the current term) and on such conditions (which may include concessions or free rent) and for such uses as Owner, in Owner's absolute discretion, may determine, and may collect and receive payments therefrom. Owner shall not be responsible or liable for any failure to re-license User's former space at the Site or any part thereof or for any failure to collect any payments due upon any such re-licensing.

(d) No Default pursuant to this Section 14, by operation of law or otherwise (except as expressly provided herein), no removal of User's property from the Site pursuant to the terms of this Agreement, and/or no re-licensing of User's former space at the Site shall relieve User of User's obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. Without limiting the foregoing, upon User's removal from the Site pursuant to this Section 14, User shall nonetheless remain liable for all monthly fees and other payments hereunder for the remainder of the then-current term.

(e) All of the rights, powers, and remedies of Owner provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by Owner of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by Owner of any or all of such other rights, powers, or remedies.

14. **Assignment.** Owner reserves the right to assign, transfer, mortgage or otherwise encumber the Site and/or its interest in this Agreement. User shall upon demand execute and deliver to Owner such further instruments subordinating this Agreement, as may be required by Owner in connection with Owner's contemplated transaction. If a third party acquires title to the Site or to Owner's interest therein, including by foreclosure or by acceptance of a conveyance in lieu of foreclosure of a lien, then User will automatically become the licensee of

such successor-in-interest without change in the terms or other provisions of this Agreement; provided, however, that such successor-in-interest shall not be bound (a) by any payment of the Base Fee for more than one month in advance or (b) by any amendment or modification of this Agreement made without the written consent of such successor-in-interest. Upon request by User or such successor-in-interest, User and such successor-in-interest shall execute and deliver an instrument or instruments confirming the nondisturbance and attornment herein provided.

15. **Estoppel Certificate**. From time to time, upon not less than twenty (20) days' prior written notice by either party, the other party shall execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Agreement (together with any non-disturbance agreement) is unmodified and in full force and effect (or identifying any modification or modifications) and that the requesting party is not in default, except as specified in such statement, in regard to any of its obligations under this Agreement and further setting forth the dates to which all sums payable as rent hereunder have been paid in advance, if any, and such other statements relating to delivery and acceptance of the Site as the requesting party's lender, purchaser, or permitted assignee may require. Said statement shall be accurate and binding on the other party and may be relied upon by the party requesting such statement and such lender, purchaser or assignee.

16. **Miscellaneous.**

(a) This Agreement shall not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by Owner and User. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

(b) This Agreement embodies the entire agreement between the parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

(c) This Agreement may be executed in counterpart copies, each of which shall be deemed an original, but which together shall constitute a single instrument. All section headings and captions used herein are for the convenience of the parties only and shall not be considered a substantive part of the Agreement.

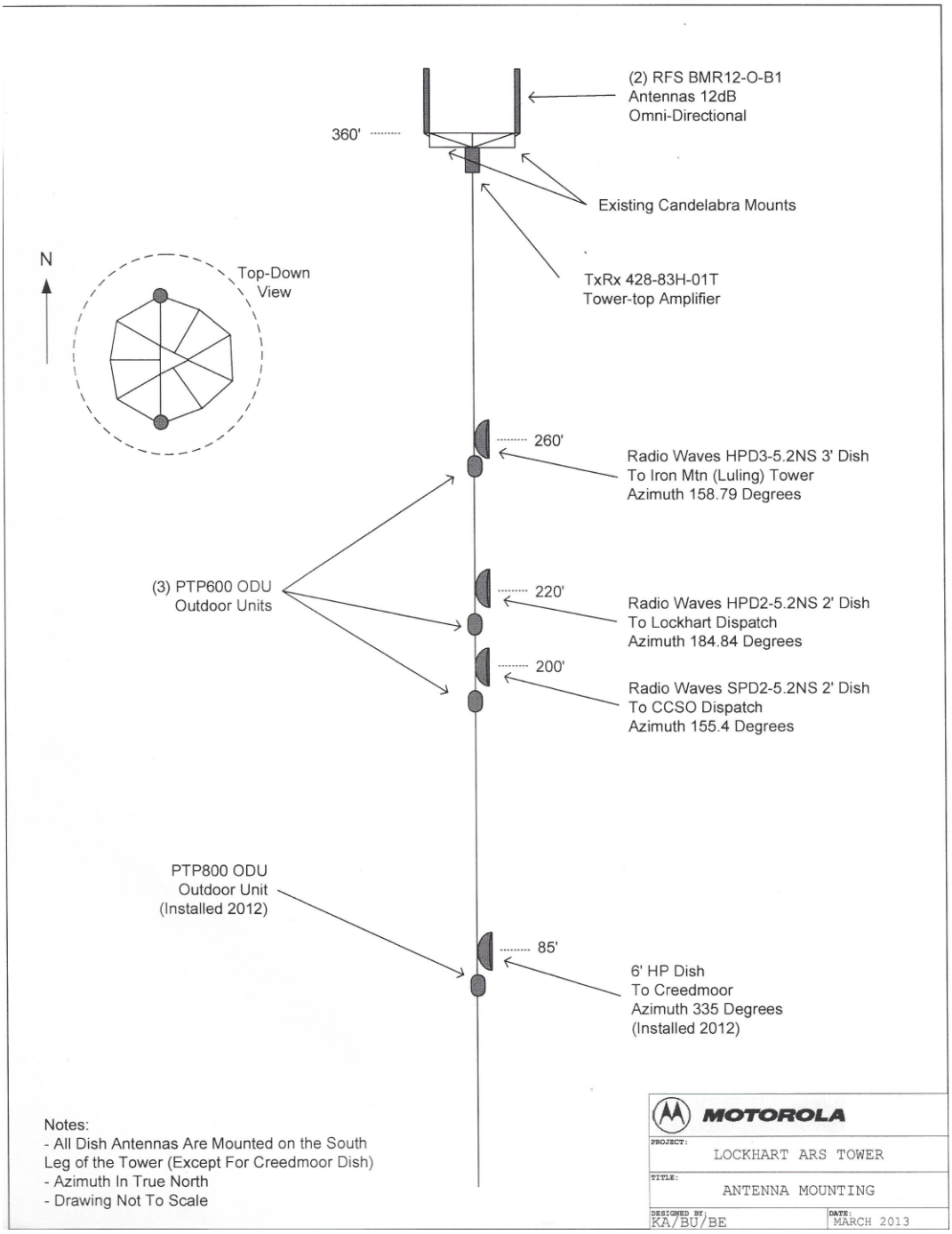
(d) This Agreement shall be governed by and construed in accordance with the laws in which the Site is located.

(e) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of Owner.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

***Owner*: Kent Broussard Tower Rentals, Inc.**	***User*: City of Lockhart, Texas**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A



Also, ground space measuring approximately 10’ x 12’ for User’s private equipment shelter.

EXHIBIT B

Site

***Site Name*:**

The Site consists of the telecommunications tower and equipment shelter located at:

1511 East Market Street
Lockhart, Caldwell County, Texas

The geodetic coordinates of the Site are:

North Latitude:	29 – 53 – 29
West Longitude:	97 – 39 – 45

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: May 3, 2022

AGENDA ITEM CAPTION: Discussion regarding matters related to COVID-19.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis, Monte Akers

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On May 18, 2021, Governor Abbot issued GA-36 that prohibited governmental entities from mandating face coverings or restricting activities in response to the COVID-19 disaster. As a result, the Lockhart City Council rescinded the Mayor's Declaration to require face coverings and encouraged citizens to continue to follow the CDC guidelines in regard to COVID-19.

Also, as a result of the Governor opening Texas on March 2, 2021 (GA-34), community events are back on schedule such as the Chisholm Trail Roundup, Fireworks show, and City venues such as the city splash pad are open to the public. Face coverings are not required during the events or at city facilities.

An update of COVID-19 orders and Council actions is attached.

Open Meetings Act Suspensions Terminate effective September 1, 2021
In March 2020, Governor Abbott's office granted the Attorney General's request to suspend certain open meetings statutes. The temporary suspension allows for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in-person meetings, thereby allowing governmental bodies and/or board commissions to hold a meeting virtually without a quorum being present at the meeting location.

On June 30, 2021, the Governor's office approved a request by the Attorney General to lift the open meetings suspensions effective at 12:01 a.m. on September 1, 2021. All Texas governmental bodies subject to the OMA must thereafter conduct their meetings in full compliance with the OMA as written in state law.

The following are provisions in the OMA suspension that will no longer be allowed effective September 1, 2021:
1) Video conferencing capability will change in that a member of the governing body or board can meet virtually but there must be a quorum physically present at the meeting location.
2) Telephone conference meetings will not be allowed to continue and are only allowed in an emergency.

On August 29, 2021, Governor Abbott issued a Declaration renewing the declaration of disaster stating that COVID-19 poses an imminent threat of disaster for all counties in Texas.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

On October 11, 2021, Governor Abbott issued GA-40 prohibiting vaccine mandates, subject to legislative action.

On February 25, 2022, the CDC updated its framework on monitoring the level of COVID-19 in communities. The new framework moves beyond just looking at cases and testing positivity to evaluation factors that also include hospitalizations and hospital capacity. These factors combined are used to determine whether COVID-19 and severe disease are low, medium or high in a community. The CDC also updated its recommendations for wearing face coverings and respirators. Recommendations are now connected to the community's current level of COVID-19 and severe disease.

This item is returned to the Council for consideration, if necessary.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None.

LIST OF SUPPORTING DOCUMENTS: Update of COVID-19 orders and Council actions, GA-39, GA-38, Governor Abbott proclamation renewing the Declaration of Disaster, GA 40,

HISTORY OF COVID-19 ORDERS/COUNCIL ACTIONS

On **September 1, 2020**, the City Council adopted Resolution 2020-20 renewing and adopting a requirement that commercial establishments in the City post a notice that facial coverings are a requirement of employees and persons entering such establishments. The requirement that such notice be posted shall remain in effect until terminated or amended by the City Council.

On **October 7, 2020**, Governor Greg Abbott issued Executive Order GA-32 to allow certain bars and similar establishments to operate at 50% capacity with permission from the County Judge. GA-32 increased the occupancy levels for all business establishments other than bars to 75%. GA-32 also provides that outdoor gatherings in excess of 10 people is prohibited unless the Mayor of the City in which the gathering is held, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with GA-32.

Mayor's statement on reduced business capacity in Caldwell County**.** At 12:01 a.m. on Wednesday, January 13, 2021 the provisions of Governor Greg Abbott's Executive Order GA-32 that suspend elective surgeries, close bars and reduce business capacity to 50 percent went into effect in Lockhart and Caldwell County. This was occurring because under GA-32, these specific provisions took effect when a Trauma Service Area had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total capacity exceeded 15 percent. This was the case in Trauma Service Area O, which included Caldwell County.

COVID Relief Fund update**.** On January 19, 2021, the Council voted to offer a six-month forbearance to businesses that received a COVID-19 Recovery Loan in 2020. Council re-opened the COVID Relief Grants to small businesses for $5,000 per business that qualifies. Restaurants and bars that were affected by the Governor's order earned higher points on the application process.

During the February 23, 2021 meeting, Chief Jenkins provided an update of COVID compliance for local businesses.

On **March 2, 2021**, Governor Abbot issued GA-34 that was effective March 10, 2021. It provides that the State no longer requires face covering and it does not allow local jurisdictions to require face coverings. GA-34 supercedes all orders issued by local officials that conflict with regard to services or local orders and provides that businesses and other establishments may require customers and employees to wear face coverings. The consensus of the Council was to leave the Mayor's Declaration in effect and to encourage citizens to continue to wear face coverings and to maintain a six foot distance.

On **May 13, 2021**, the CDC announced that fully vaccinated individuals no longer need to mask up or social distance indoors and outdoors, including crowds. Attached is information from the CDC about how to stay safe around individuals that are or are not fully vaccinated.

On **June 15, 2021**, the consensus of the Council was to continue virtual attendance at meetings.

On **June 30, 2021**, the Governor's office approved a request by the Attorney General to lift the temporary Open Meetings Act suspensions, effective at 12:01 a.m. on September 1, 2021. The change in virtual meetings is that a member of the governing body or board member may attend a meeting virtually but there must be a quorum physically present at the meeting location.

On **July 29, 2021**, Governor Abbott issued Executive Order 38, that combined several existing COVID-19 executive orders to promote statewide uniformity and certainty in the state's COVID-19 response. Governor Abbott stated that "The new Executive Order emphasizes that the path forward relies on personal responsibility rather than government mandates".

On **August 13, 2021**, TML provided the following information regarding actions taken by governmental entities and the Attorney General in regards to face coverings:

- **Mask Mandate Update:** Tuesday afternoon, two state district court judges in Dallas and Bexar counties granted local authorities in those jurisdictions temporary restraining orders blocking Governor Abbott's ban on mask mandates. In response to the rulings, the City of San Antonio issued a requirement for face coverings inside city facilities, and the Dallas County Judge issued an emergency order on Wednesday related to face coverings. Temporary restraining orders are by definition temporary and require further court proceedings to become permanent. TML will continue to monitor these developments. In related news, Houston's Mayor Sylvester Turner is requiring masks in city facilities when physical distancing is not doable.

Additionally, a number of large school districts ("ISDs") across the state, including Dallas ISD, Houston ISD, Austin ISD, Fort Worth ISD, and San Antonio ISD, are requiring masks on school property.

- **Attorney General Issues Two COVID-related opinions:** On August 11, the Attorney General released two opinions related to mask mandates and vaccines.
    1. In Opinion KP-0379, the Attorney General was asked whether COVID-19 vaccines could be required as a condition to enter a government building. Citing the Governor's Executive Order No. 38 as well as the recently passed S.B. 968, the Attorney General opined that government entities may not require COVID-19 vaccines as a condition to enter a government facility.
    2. In Opinion No. KP-0380, the Attorney General was asked to opine on the effect of the Governor's executive orders on federal requirements related to face coverings on public transit. The AG ultimately opined that he is unconvinced that CDC and TSA rules as well as federal law preempt the Governor's orders prohibiting mask mandates.

Please remember that Attorney General opinion are just that: opinions. They are legal guidance but do not carry the force of law or court order.

- **Counties Across Texas Seeing Rise in COVID-19 Threat Levels:** Over the last few weeks, we have reported on the rise in COVID-19 threat levels in counties and cities across the state. That rise continues, with Travis, Harris, Dallas, and Williamson counties, among others, back at the highest threat levels as the Delta variant spreads across the state and ICU bed availability drops.

On **August 29, 2021**, Governor Abbott issued a proclamation renewing the declaration stating that COVID-19 poses an imminent threat of disease for all counties in Texas.

On **August 25, 2021,** Governor Abbott issued GA-39 (attached), prohibiting governmental entities from compelling an individual to receive a COVID-19 vaccine regardless of full FDA approval, among other things.

The Governor also issued the following call to the Special Session of the Legislature:

> *Legislation regarding whether any State or Local Governmental entities in Texas can mandate that an individual receive a COVID-19 vaccine and, if so, what exemption should apply to such mandate.*

On **October 11, 2021,** Governor Abbott issued GA-40 relating to prohibiting all entities of compelling receipt of a COVID-19 vaccine until the issue has been considered through legislation.

On **February 25, 2022**, the CDC updated its framework on monitoring the level of COVID-19 in communities. The new framework moves beyond just looking at cases and testing positivity to evaluation factors that also include hospitalizations and hospital capacity. These factors combined are used to determine whether COVID-19 and severe disease are low, medium or high in a community. The CDC also updated its recommendations for wearing face coverings and respirators. Recommendations are now connected to the community's current level of COVID-19 and severe disease.

GOVERNOR GREG ABBOTT

August 25, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK
AUG 25 2021
Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

> Executive Order No. GA-39 relating to prohibiting vaccine mandates and vaccine passports subject to legislative action.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
August 25, 2021

EXECUTIVE ORDER
GA 39

Relating to prohibiting vaccine mandates and vaccine passports subject to legislative action.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but have always been voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35 and GA-38, addressing COVID-19 vaccines administered under an "emergency use authorization" by prohibiting vaccine mandates from governmental entities and by prohibiting "vaccine passports" from governmental entities and certain others; and

WHEREAS, subsequently, on August 23, 2021, while the legislature was already convened in a special session, the U.S. Food and Drug Administration (FDA) approved one of the COVID-19 vaccines for certain age groups, such that this vaccine is no longer administered under an emergency use authorization for those age groups; and

WHEREAS, while this COVID-19 vaccine is now FDA-approved for certain age groups, others are not yet approved and still are administered under an emergency use authorization; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, in other contexts where the legislature has imposed immunization requirements, it has also taken care to provide exemptions that allow people to opt out of being forced to take a vaccine; and

WHEREAS, given the legislature's primacy and the need to avoid a patchwork of regulations with respect to vaccinations, it is appropriate to maintain the status quo of

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2pm O'CLOCK

AUG 25 2021

prohibiting vaccine mandates through executive order while allowing the legislature to consider this issue while in session; and

WHEREAS, in this instance, given the legislature's prior actions, maintaining the status quo of prohibiting vaccine mandates and ensuring uniformity pending the legislature's consideration means extending the voluntariness of COVID-19 vaccinations to all COVID-19 vaccinations, regardless of regulatory status; and

WHEREAS, I am also adding this issue to the agenda for the Second Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. No governmental entity can compel any individual to receive a COVID-19 vaccine. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine.

2. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.

3. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine. No consumer may be denied entry to a facility financed in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine.

4. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.

5. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any

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2PM O'CLOCK

AUG 25 2021

other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

This executive order supersedes only paragraph No. 2 of Executive Order GA-38, and does not supersede or otherwise affect the remaining paragraphs of Executive Order GA-38. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 25th day of August, 2021.

GREG ABBOTT
Governor

ATTESTED BY:

JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2pm O'CLOCK

AUG 25 2021

GOVERNOR GREG ABBOTT

July 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15PM O'CLOCK

JUL 29 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

> Executive Order No. GA-38 relating to the continued response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 29, 2021

EXECUTIVE ORDER
GA 38

Relating to the continued response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, from March 2020 through May 2021, I issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health by adjusting social-distancing and other mitigation strategies; and

WHEREAS, combining into one executive order the requirements of several existing COVID-19 executive orders will further promote statewide uniformity and certainty; and

WHEREAS, as the COVID-19 pandemic continues, Texans are strongly encouraged as a matter of personal responsibility to consistently follow good hygiene, social-distancing, and other mitigation practices; and

WHEREAS, receiving a COVID-19 vaccine under an emergency use authorization is always voluntary in Texas and will never be mandated by the government, but it is strongly encouraged for those eligible to receive one; and

WHEREAS, state and local officials should continue to use every reasonable means to make the COVID-19 vaccine available for any eligible person who chooses to receive one; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting … the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders … hav[ing] the force and effect of law;" and

WHEREAS, under Section 418.016(a), the "governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business … if strict compliance with the provisions … would in any way prevent, hinder, or delay necessary action in coping with a disaster;" and

WHEREAS, under Section 418.018(c), the "governor may control ingress and egress to

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SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

and from a disaster area and the movement of persons and the occupancy of premises in the area;" and

WHEREAS, under Section 418.173, the legislature authorized as "an offense," punishable by a fine up to $1,000, any "failure to comply with the [state emergency management plan] or with a rule, order, or ordinance adopted under the plan;"

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. To ensure the continued availability of timely information about COVID-19 testing and hospital bed capacity that is crucial to efforts to cope with the COVID-19 disaster, the following requirements apply:

    a. All hospitals licensed under Chapter 241 of the Texas Health and Safety Code, and all Texas state-run hospitals, except for psychiatric hospitals, shall submit to the Texas Department of State Health Services (DSHS) daily reports of hospital bed capacity, in the manner prescribed by DSHS. DSHS shall promptly share this information with the Centers for Disease Control and Prevention (CDC).
    b. Every public or private entity that is utilizing an FDA-approved test, including an emergency use authorization test, for human diagnostic purposes of COVID-19, shall submit to DSHS, as well as to the local health department, daily reports of all test results, both positive and negative. DSHS shall promptly share this information with the CDC.

2. To ensure that vaccines continue to be voluntary for all Texans and that Texans' private COVID-19-related health information continues to enjoy protection against compelled disclosure, in addition to new laws enacted by the legislature against so-called "vaccine passports," the following requirements apply:

    a. No governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization.
    b. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
    c. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. No consumer may be denied entry to a facility financed

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SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization.

d. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.

e. This paragraph number 2 shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

3. To ensure the ability of Texans to preserve livelihoods while protecting lives, the following requirements apply:

   a. There are no COVID-19-related operating limits for any business or other establishment.

   b. In areas where the COVID-19 transmission rate is high, individuals are encouraged to follow the safe practices they have already mastered, such as wearing face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household, but no person may be required by any jurisdiction to wear or to mandate the wearing of a face covering.

   c. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) is strongly encouraged to use good-faith efforts and available resources to follow the Texas Department of State Health Services (DSHS) health recommendations, found at www.dshs.texas.gov/coronavirus.

   d. Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow guidance from the Texas Health and Human Services Commission (HHSC) regarding visitations, and should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.

   e. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency. Private schools and institutions of higher education are encouraged to establish similar standards.

   f. County and municipal jails should follow guidance from the Texas Commission on Jail Standards regarding visitations.

   g. As stated above, business activities and legal proceedings are free to proceed without COVID-19-related limitations imposed by local governmental entities or officials. This paragraph number 3 supersedes any conflicting local order in response to the COVID-19 disaster, and all relevant laws are suspended to the extent necessary to preclude any such inconsistent local orders. Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any conflicting or inconsistent limitation by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to $1,000.

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SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

4. To further ensure that no governmental entity can mandate masks, the following requirements shall continue to apply:

   a. No governmental entity, including a county, city, school district, and public health authority, and no governmental official may require any person to wear a face covering or to mandate that another person wear a face covering; *provided, however, that*:
      i. state supported living centers, government-owned hospitals, and government-operated hospitals may continue to use appropriate policies regarding the wearing of face coverings; and
      ii. the Texas Department of Criminal Justice, the Texas Juvenile Justice Department, and any county and municipal jails acting consistent with guidance by the Texas Commission on Jail Standards may continue to use appropriate policies regarding the wearing of face coverings.

   b. This paragraph number 4 shall supersede any face-covering requirement imposed by any local governmental entity or official, except as explicitly provided in subparagraph number 4.a. To the extent necessary to ensure that local governmental entities or officials do not impose any such face-covering requirements, I hereby suspend the following:

      i. Sections 418.1015(b) and 418.108 of the Texas Government Code;

      ii. Chapter 81, Subchapter E of the Texas Health and Safety Code;

      iii. Chapters 121, 122, and 341 of the Texas Health and Safety Code;

      iv. Chapter 54 of the Texas Local Government Code; and

      v. Any other statute invoked by any local governmental entity or official in support of a face-covering requirement.

      Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any such face-covering requirement by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to $1,000.

   c. Even though face coverings cannot be mandated by any governmental entity, that does not prevent individuals from wearing one if they choose.

5. To further ensure uniformity statewide:

   a. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order or allows gatherings restricted by this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the

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SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

b. Confinement in jail is not an available penalty for violating this executive order. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes all pre-existing COVID-19-related executive orders and rescinds them in their entirety, except that it does not supersede or rescind Executive Orders GA-13 or GA-37. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 29th day of July, 2021.

GREG ABBOTT
Governor

ATTESTED BY:

JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

GOVERNOR GREG ABBOTT

August 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30pm O'CLOCK

AUG 29 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Mr. Deputy Secretary:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

> A proclamation renewing the declaration stating the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in Texas.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have issued proclamations renewing the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, a state of disaster continues to exist in all counties due to COVID-19;

NOW, THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation for all counties in Texas.

Pursuant to Section 418.017, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to cope with this declared disaster, I hereby suspend such statutes and rules for the duration of this declared disaster for that limited purpose.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.

IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 29th day of August, 2021.

Greg Abbott

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30pm O'CLOCK

AUG 29 2021

ATTESTED BY:

JOE ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30pm O'CLOCK

AUG 29 2021

GOVERNOR GREG ABBOTT

October 11, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30pm O'CLOCK

OCT 11 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

> Executive Order No. GA-40 relating to prohibiting vaccine mandates, subject to legislative action.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 11, 2021

EXECUTIVE ORDER
GA 40

Relating to prohibiting vaccine mandates, subject to legislative action.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but must always be voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35, GA-38, and GA-39 to prohibit governmental entities and certain others from imposing COVID-19 vaccine mandates or requiring vaccine passports; and

WHEREAS, in yet another instance of federal overreach, the Biden Administration is now bullying many private entities into imposing COVID-19 vaccine mandates, causing workforce disruptions that threaten Texas's continued recovery from the COVID-19 disaster; and

WHEREAS, countless Texans fear losing their livelihoods because they object to receiving a COVID-19 vaccination for reasons of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, the legislature has taken care to provide exemptions that allow people to opt out of being forced to take a vaccine for reasons of conscience or medical reasons; and

WHEREAS, I am adding this issue to the agenda for the Third Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30pm O'CLOCK

OCT 11 2021

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. No entity in Texas can compel receipt of a COVID-19 vaccine by any individual, including an employee or a consumer, who objects to such vaccination for any reason of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19. I hereby suspend all relevant statutes to the extent necessary to enforce this prohibition.

2. The maximum fine allowed under Section 418.173 of the Texas Government Code and the State's emergency management plan shall apply to any "failure to comply with" this executive order. Confinement in jail is not an available penalty for violating this executive order.

3. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

This executive order does not supersede Executive Orders GA-13, GA-37, GA-38, or GA-39. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 11th
day of October, 2021.

Greg Abbott

GREG ABBOTT
Governor

ATTESTED BY:

JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30pm O'CLOCK

OCT 11 2021

Lockhart
TEXAS

City of Lockhart

2020-2021 Strategic Priorities

Prepared by:

Opportunity Strategies LLC

City of Lockhart

Summary

On January 17 & 18, 2020 the City of Lockhart hosted two half-day planning sessions to develop goals and strategies for the next 2 years. Some of these goal areas were internal, whereas others were external. The following is the process used to reach the conclusions for the plan.

The process began with a preliminary phone meeting between the facilitator and Steve Lewis, City Manager, to go over key issues facing the City, understand the programs and projects underway through the community, and to prepare the agenda and format for the planning retreat.

The first portion of the strategic planning process began on Friday, January 17, 2020 with the City Manager and the City of Lockhart Management Team. The facilitator began by asking the Management Team participants what their expectations for discussion for the day were. She then conducted a group brainstorm exercise called Start/Stop/Continue that lists the things that need to begin happening, stop happening, and are mission-critical and must continue regardless of circumstances.

The facilitator then guided the Management Team through 2020-2021 goal and strategy development to recommend to the City Council the following day.

On Saturday, January 18, 2020, the City Council and City Manager convened to review, revise, and establish priorities related to the recommendations generated the day before by the Management Team. Prior to the review, the facilitator asked the City Council to list their expectations for discussion for the day.

The following are the results.

Management Team Expectations for the Day's Discussion Topics

- Holistic view of the City
- Understanding other departments better
- Council to continue to be open to new ideas
- As the city grows, facilities and staff must keep up
- Next comprehensive master plan
- Establish an IT 3-5-year plan to keep current
- Replace phone systems and phone equipment
- Discuss records storage
- What is there for teens and tweens to do?
- Need administrative assistance
- Public Information Officer – keep information on point, factual, and streamlining voice: sharing voice vs. many voices
- Law enforcement: recruitment and administrative assistance
- Stick to implementing plan
- Fire equipment replacement plan and funding
- Achieve "needs" so we can work on "wants" for the future
- Customer service needs additional staff – same staffing level as 1000 accounts ago
- Technology training needed in Library (provide for public)
- Additional Library storage needed
- Electric services study needed and replace needed items
- Salary and compensation study to begin soon – want council to support and fund the results of the study

City Council Expectations for the Day's Discussion Topics

- Improve work environment for staff
- Accomplish unfinished business from last strategic plan
- 142 & I-130 development
- Low-hanging fruit and larger longer-term goals
- Eliminate the red tape
- Look ahead to see what's next
- Balance citizen needs and staff needs
- Keep on track
- Prepare for quality growth
- Neighborhood beautification
- City Hall facilities
- Discuss hospital/after-hours clinic
- Hear staff recommendations

Start/Stop/Continue

The facilitator guided the Management Team through an exercise that challenged them to brainstorm things that the City really needed to begin doing, what they should stop doing that could be a waste of resources, and what must they continue doing, regardless of circumstances. Below are their responses. Note that there are no right or wrong items; these are merely individuals' opinions about the things that should and shouldn't change in Lockhart. Just because one person has a certain opinion on a topic, that does not imply anyone else shared that opinion.

Start

- Long-term street paving plan (paving/resurfacing)
- Electrical system study
- Formal grantsmanship program
- Records storage facility
- Digitize public works and utility records/maps
- Establish fee schedule for fire plan reviews and inspections
- Review development related fees
- Improve customer service at Police Department and Utilities Department by increasing administrative staff
- Start a Main Street Program
- New City facilities (abolish sewer smell)
- Consider a 4-day/10-hour work week option
- Annual review of facility maintenance, i.e. HVAC systems, etc.
- Make Parks Department into Parks and Recreation Department (start recreation program)
- Review and fund vehicle replacement fund
- Expand/improve airport facilities
- Figuring out how to generate more general fund revenues to pay for items on this "start" list

Stop

- Printing reports – use digital reports when we can
- The waste in Archives
- Excessive paperwork related to personnel (consider paper reduction techniques instead)
- Making new employees wait 6 months to take time off/sick days/etc (other cities do 3 months)
- Excessive engine idling of city vehicles
- Worrying about other departments and focus on making your own team better
- Picking up commercial recycling for free
- Hanging highway banners for free
- Circulating city council department head reports monthly (do quarterly instead)
- Workshop portion of council meetings unless needed (they run too long)
- Referencing the past as “we have always done it that way” (we can be more innovative)

Continue

- Effective communication with customers/website
- Planning for the future
- Maintaining hiring standards
- Improving community amenities finding external funding sources
- Succession planning and cross-training
- Staff meetings
- Learning new ways of doing things
- Employee longevity and retention efforts
- Good customer service
- Acknowledging staff accomplishments
- Great teamwork
- Parks improvements/parks master plan
- Efforts on wayfinding program
- Replacing aged power lines
- Planning and engineering for downtown paving and drainage improvements
- Providing utilities to areas of anticipated future growth and development
- Planning for future industrial parks
- Accreditation for Police and Fire Departments

Recommendations from Staff:

The following items were recommendations from staff to city council. Items that have a checkbox (R) had agreement of city council the following day. The one item with no checkbox was rolled to consideration for 2022.

- ☑ Create and adopt 5-7-year paving/resurfacing plan (roads and sidewalks)
- ☑ Lockhart Police Department to conduct Active Shooter training for all City staff and elected officials and review official safety procedures for council meetings
- ☑ Explore asking the county for grant writer assistance
- ☑ Establish fee schedule for fire plan reviews and inspections
- ☑ Considering increasing existing fees for applications and development fees
- ☑ Develop an Airport Business Plan
- ☑ Research options for additional records storage
- ☑ Transition staff department reports from monthly to quarterly
- ☑ Pursue agenda management process and software
- ❑ Streamline paper processes where possible/evaluate software options
    - Utility billing
    - Applications
    - Council, boards, commissions:
        - Packets
        - Minutes

Goal Development from City Council:

The following items were items identified by council to move forward on for 2020-2021:

- Establish a Hospital with an Emergency Room in town
- Sell church property
- Create resources via Lockhart EDC for proactive outreach to quality builders for additional housing
- Create a Youth Advisory Board to explore options around youth programs/activities
- Adopt a TIF (tax increment financing) policy prior to project being submitted
- Implement downtown drainage improvements
- Develop fiber down 142, 183, and the Central Business District
- Traffic safety improvements: turn lanes and traffic lights
- Consider submitting a multi-year street bond program to voters
- Begin TXDOT safety projects
- Promote a Neighborhood Watch Program
- Promote beautification projects through teamwork
- Clean up trash/enforcement
- Enhance lower income districts/beautification efforts

Progress Reporting

The following icons are used to document progress of the following goals and strategies:

✓ = Completed

🎯 = On Target or In Progress

✕ = Not on Target

Goal 1: Economic Development / Planning

Strategies	2019-2020 Progress	2020-2021 Progress
1. Continue to partner with LISD and local youth organizations to encourage careers in local emergency services (Fire and Police)	🎯 Partner with Boy Scouts to develop Police Explorer Program. Fire personnel attend and participate in LISD career days.	
2. Better collaborate with downtown stakeholders and both Chambers of Commerce	✕	
3. Complete updating our development ordinances	🎯 Revised Engineering Standards – presented to Council January 2020. Subdivision Regulations to follow.	

4. Consider development tools to facilitate attraction / recruitment to SH 130 corridor	IEDC business park development study completed. Future consideration by LEDC.	
5. Bring utilities, assist assembling parcels, rezoning tracts along SH 130/142 and become shovel-ready	Mostly done. Site development will facilitate the remainder.	
6. Pursue prospects and developers and create a BRE (business retention and expansion) program	Hiring a second Economic Development practitioner.	
7. Start investing in more property for growth	IEDC study.	
8. Explore next industrial park	IEDC study.	
9. HOT (Hotel Occupancy Tax) Funds – board to develop and adopt new process to collect payments from B&Bs	HOT Advisory Board created. Board training and funding processes under review.	
10. Adopt and implement the Economic Development Strategic Plan (currently underway by Garner Economics) by Q4 2020	LEDC Board hired Garner Economics January 2020	
11. Robust LEDC website	Underway with EDsuite contract.	
12. Create resources via Lockhart EDC for proactive outreach to quality builders for additional housing	*N/A Brand new/created in 2020*	

Strategies	2019-2020 Progress	2020-2021 Progress
13. Adopt a TIF (tax increment financing) policy prior to project being submitted	*N/A Brand new/created in 2020*	
14. Develop fiber down 142, 183, and the Central Business District	*N/A Brand new/created in 2020*	

Goal #1 KPIs / Metrics:

- ☑ Did we partner with LISD & other youth organizations to encourage emergency services careers?
- ❑ Did we collaborate with downtown stakeholders and both Chambers of Commerce?
- ❑ Did we completely update our development ordinances?
- ❑ Did we brainstorm development tools for SH-130 development?
- ❑ Did we bring utilities and assemble parcels along SH-130?
- ❑ Did we develop shovel-ready development sites?
- ❑ Did we market those sites to prospective investors?
- ❑ Did we develop plans for our next industrial park?
- ❑ Did we revamp the way HOT funds are structured?
- ❑ Did we develop and implement an Economic Development Strategic Plan?
- ❑ Did the Lockhart EDC revamp their website to better attract investment?

# of quality home builders the Lockhart EDC proactively reached out to in 2020-2021? _____

- ❑ Did we adopt a new TIF policy?

# of miles of new fiber optics laid in Lockhart in 2020-2021? _____

Goal 2: Quality of Life / Quality of Facilities

Strategies	2019-2020 Progress	2020-2021 Progress
1. Invest money to improve the appearance of our town (streets, parks, entry signs)	Doubled street resurfacing funds in FY 20; Parks Master Plan projects.	
2. Conduct and implement a Space Study of City Buildings and facilities including City Hall	Budget established for FY 20 Space Study. RFP under development.	
3. Improve the image of City facilities as needed and conduct cosmetic improvements in the meantime	See No. 2 above.	
4. Update, renovate, and construct City facilities as needed, based on the space study. Realize that remodel of Central Fire Station is likely next.	Electrical panel upgrade at the Water Treatment Plant; Budget established for FY 20 Space Study; Fire Station No. 2 completed.	
5. Implement the Parks Master Plan, improving the quality of life for the community. What is in Phase 2: splash pad, restroom renovations, dog park, picnic shelter upgrades, and tree planting initiatives	✓ Multiple Phase I projects underway.	
6. Conduct a citywide quality of life citizen survey and ask council to fund.	✕ Allocate funds in FY 20-21; assign project to PIO.	
7. Establish a Hospital with an Emergency Room in town	*N/A Brand new/created in 2020*	
8. Sell church property	*N/A Brand new/created in 2020*	
9. Create a Youth Advisory Board to explore options around youth programs/activities	*N/A Brand new/created in 2020*	
10. Implement downtown drainage improvements	*N/A Brand new/created in 2020*	

Strategies	2019-2020 Progress	2020-2021 Progress
11. Consider submitting a multi-year street bond program to voters	*N/A Brand new/created in 2020*	
12. Promote beautification projects through teamwork	*N/A Brand new/created in 2020*	
13. Clean up trash/enforcement citywide	*N/A Brand new/created in 2020*	
14. Enhance lower income districts with beautification efforts	*N/A Brand new/created in 2020*	

Goal #2 KPIs / Metrics:

$ amount invested in streets in 2019? $_____
$ amount invested in parks in 2019? $_____
$ amount invested in gateway entry signs in 2019? $_____
$ amount invested in streets in 2020? $_____
$ amount invested in parks in 2020? $_____
$ amount invested in gateway entry signs in 2020? $_____
Which facilities did we improve the image of? _____

- ❑ Did we implement elements of the Parks Master Plan?
- ❑ Did we secure quotes on a Space Study of City buildings including City Hall?

# of City-owned buildings we renovated or retrofitted? _____

- ❑ Did we conduct a citywide quality of life citizen survey?
- ❑ Did we address levels of service based on the citizen responses we received?
- ❑ Did we address levels of satisfaction based on the citizen responses we received?
- ❑ Did we address areas for improvement based on the citizen responses we received?
- ❑ Did we court hospital providers?
- ❑ Did we sell the church property?
- ❑ Did we create a Youth Advisory Board?
- ❑ Did we implement downtown drainage improvements?
- ❑ Did we fully investigate issuing a street bond?
- ❑ Did we fully enforce trash clean up around town?
- ❑ Did we specifically target lower income neighborhoods for new beautification projects?

Goal 3: Staffing / Personnel

Strategies	2019-2020 Progress	2020-2021 Progress
1. Consider hiring additional personnel (engineer, IT, etc.)	In FY 20, staffing levels were increased by 2 full-time and 1 part-time positions.	
2. Conduct a staffing study that includes evaluating efficiencies and compensation	Classification and Compensation Study underway.	
3. Right size staffing levels city-wide based on study results	No funding was allocated for such a study; discuss need/timing of study during FY 20-21 budget process.	
4. Consider starting salaries that compete with surrounding communities	Classification and Compensation Study underway.	
5. Be consistent with staff development / policies / purchasing procedures	Comprehensive Purchasing Policy under development (anticipated to be complete 1st quarter of 2020). Revision of City Personnel Policy underway.	
6. Implement a staff development program (be consistent)	House Bill 3834 mandated cybersecurity training for all employees with computer access and elected officials – cybersecurity training program underway.	

Strategies	2019-2020 Progress	2020-2021 Progress
7. Start developing / preparing current staff to take on leadership roles within the organization in the future. Work on succession planning: add Fire, add Electric, add Streets, and add Animal Control.	Emphasis on leadership training for police personnel, cross training of job duties underway in Finance Department.	
8. Recruit and attract more bi-lingual staff	No funding was allocated to recruit bi-lingual staff; explore possible options during FY 20-21 budget process and the classification and compensation study.	
9. Customer service / experience excellence training for the Utility and Planning Development teams	Training budgeted item in FY 20 for Utility Customer Services staff.	

Goal #3 KPIs / Metrics:

# of new positions in 2019? _____

- ❑ # of new positions in 2020 and 2021? _____
- ❑ Did we perform a staffing efficiency/compensation study?
- ❑ Did we right-size our salaries based on that study by the end of 2020?
- ❑ Did we develop new consistent policies and procedures regarding professional development of staff?
- ❑ Did we develop new consistent policies and procedures regarding purchasing/procurement?
- ❑ Did we create and implement a new staff development program to ensure everyone has training opportunities?
- ❑ Did we begin grooming current staff for future leadership roles?
- ❑ How many staff do we have on a leadership track by the end of 2020?

# of new employees added in 2019 through 2021 who are bilingual? _____

- ❑ Did we deliver Customer Experience Excellence training to every City employee?

Goal 4: Procedures / IT Management and Services

Strategies	2019-2020 Progress	2020-2021 Progress
1. Improve technology / create specific strategies to have better IT support based on Assessment results	New outside IT management team hired; Strategic plan for current and emerging issues (cyber) near completion.	
2. Upgrade all technology-related issues as recommended – desktops, servers, software, equipment, and peripherals. $100K will pay for equipment, $20K is licensing agreement costs.	City-wide replacement of desktops with current operating systems complete; new servers in current fiscal year.	
3. Create a 5-year rolling IT equipment replacement plan	See above notes 1 and 2.	
4. Provide superior service by keeping technology up to date and being able to communicate with the public (keep an open line of communication through website.) Purchase next modules: INCODE	New PIO hired. Increased social media updates. INCODE permits and inspections software module implemented to track permit and inspections progress; online access to permit applications and tracking underway.	
5. Upgrade the server system	Desktop operating systems upgrade 100% complete. Server upgrades in progress.	
6. Streamline technology hardware, software processes within the City, based on Assessment recommendations	Ongoing and FY 20-21.	

Strategies	2019-2020 Progress	2020-2021 Progress
7. Upgrade all equipment and software and be trained on specific software to be used to maximum potential and determine which staff will require which trainings.	Current year 2020 departmental goal.	
8. Explore implementing downtown Wi-Fi	To be addressed in 2020 or 2021. Explore options with the Downtown Business Association and both Chambers of Commerce.	

Goal #4 KPIs / Metrics:

- ❑ Did we secure top quality technology support across all departments by the end of 2020?
- ❑ Did we upgrade our desktop computers?

% of employees who received upgraded computers by the end of 2020 (from 2018 numbers)? _____

- ❑ Did we upgrade our servers?
- ❑ Did we upgrade our computer software, subscriptions, and licenses?
- ❑ Did we upgrade our peripherals?
- ❑ Did we upgrade our other technology equipment?
- ❑ Did we establish an IT policy for updates and replacements that will keep us up-to-date from now through the future?
- ❑ Did we upgrade our City server system?
- ❑ Did we streamline our City technology processes?
- ❑ Did we secure training for staff to use all new equipment properly and efficiently?
- ❑ Did we investigate implementing WiFi throughout Downtown Lockhart?

Goal 5: Public Safety

Strategies	2019-2020 Progress	2020-2021 Progress
1. Provide quality public safety to all citizens of Lockhart		
a. Develop a specific Retention Strategy first	City-wide classification and compensation study underway. **Fire:** Council approved 7% salary adjustment in FY 19-20. **Police:** all officers to attend leadership training, host ceremonial recognition events, retention strategy under development.	
b. Continue to implement hiring strategies we developed such as Fire and Police.	**Fire:** Use of recruitment video; developing recruitment flyer for use with LISD and the public; career day with Lockhart High School students; Fire Chief to serve on LISD Career and Technical Education Advisory Committee. **Police:** In 2019, Lockhart Police Officers visited with police cadets attending the AACOG Academy and made presentations to 2 classes of prospective candidates. In 1st quarter of 2020, LPD will make presentations to the CAPCOG Academy currently in progress.	

Strategies	2019-2020 Progress	2020-2021 Progress
c. Long-term public safety facility planning for Station #1.	Completed Fire Station No. 2. Analysis and cost estimate to remodel and upgrade Fire Station No. 1 underway.	
d. Develop an equipment replacement schedule. Seek funding for existing equipment (fire apparatus and patrol cars) replacements.	Developed an ambulance replacement schedule with Caldwell County and Seton. Upgrades to two-way radios (portables and mobiles) underway.	
e. Continue to ensure use of best practices / standards (research best practices, then implement)	**Fir**e: Fire Department is preparing an emergency management tabletop exercise for City staff. **Police:** Upgraded Police Officer body-worn cameras to 3rd generation models.	
f. Evaluate Accreditation opportunities	**Fire:** Reviewing the Texas Fire Chief's Association (TFCA) accreditation process before formal enrollment. **Police:** Currently reviewing the 166 Texas Law Enforcement Best Practices. Will submit for recognition in the 3rd quarter of 2020.	

Strategies	2019-2020 Progress	2020-2021 Progress
g. Traffic safety improvements: turn lanes and traffic lights	*N/A Brand new/created in 2020*	
h. Begin TXDOT safety projects	*N/A Brand new/created in 2020*	
i. Promote a Neighborhood Watch Program	*N/A Brand new/created in 2020*	

Goal #5 KPIs / Metrics:

# of new law enforcement officers hired in 2019? _____
# of new law enforcement officers hired in 2020? _____
# of new law enforcement officers hired in 2021? _____
% law enforcement officers retained? _____%
# of new firefighters hired in 2019? _____
# of new firefighters hired in 2020? _____
# of new firefighters hired in 2021? _____
% firefighters retained? _____%

- ❑ Did we develop a long-term public safety facilities plan?
- ❑ Did we develop a public safety equipment replacement schedule?
- ❑ Did we implement that new replacement schedule?
- ❑ Did we research and record best practices across the country regarding public safety policy?
- ❑ Did we make any modifications to our public safety policies based on that research?
- ❑ Did we explore and evaluate Accreditation opportunities?
- ❑ Did we implement new turn lane and traffic light improvements in 2020-2021?
- ❑ Did we begin the TXDOT safety projects?
- ❑ Did we proactively promote a Neighborhood Watch Program for Lockhart?

Conclusion

At the end of the planning retreat, the facilitator reminded all the participants that these goals would only be achieved if they held true to their commitments today to implement these specific strategies and tactics.

She reminded them that they are one team working toward one vision. The city council and management team agreed to use this document regularly throughout 2020 and 2021 to track progress and measure accomplishments.

City of Lockhart

2019-2020 Strategic Priorities

Prepared by:

Opportunity Strategies LLC

City of Lockhart

Summary

On February 1 & 2, 2019 the City of Lockhart hosted two half-day planning sessions to develop goals and strategies for the next 2 years. Some of these goal areas were internal, whereas others were external. The following is the process used to reach the conclusions for the plan.

The process began with a preliminary phone meeting between the facilitator and Steve Lewis, City Manager, to go over key issues facing the City, understand the programs and projects underway through the community, and to prepare the agenda and format for the planning retreat.

The first portion of the strategic planning process began on Friday, February 1, 2019 with the City Manager and the City of Lockhart Management Team. The facilitator began by asking the Management Team participants what their expectations for discussion for the day were. She then took the team through a SWOT (Strengths, Weaknesses, Opportunities, & Threats) Analysis. The next group exercise was a brainstorm called Start/Stop/Continue that lists the things that need to begin happening, stop happening, and are mission-critical and must continue regardless of circumstances.

The facilitator then guided the Management Team through 2019-2020 goal and strategy development to recommend to the City Council the following day.

On Saturday, February 2, 2019, the City Council and City Manager convened to review, revise, and establish priorities related to the recommendations generated the day before by the Management Team. Prior to the review, the facilitator asked the City Council to list their expectations for discussion for the day.

The following are the results.

Management Team Expectations for the Day's Discussion Topics

- That City Council will take what we say seriously
- Consider all staff in decisions
- Hear each other's goals
- Live by the plans we create / develop
- That Council develop goals / priorities based on sound data / research
- Focus
- Consider quality of life as over-arching goal
- Discuss business attraction vs. recruitment
- Being prepared for growth
- Facilities improvements
- Facilities maintenance
- How do we give back to those who need extra help?
- Smart land use practices
- Discuss Tourists/Tourism – what is there for kids to do while in town visiting family?

City Council Expectations for the Day's Discussion Topics

- Capitalize on Tourism
- Discuss Wi-Fi
- Capitalize on BBQ Capital of Texas
- Cleaning up of unsightly properties (residential)
- Work in unity today
- Serve our community
- Focus
- To discuss Economic Development targeting technology jobs
- Industrial Park is full – now what?
- Cleaning up of City properties / facilities
- Actually implement our goals
- Discuss the direction of Economic Development
- Think bigger / think change / embrace change
- Develop our identity
- Attractive gateway signage
- Employee wages
- Technology infrastructure

SWOT Analysis

The facilitator guided the participants through an analysis of their current Strengths, the current Weaknesses or Challenges they are facing, Opportunities that may come their way in the future, and Threats that are possible to occur in the future. Note that there are no right or wrong answers here and no implication of likelihood. This is simply a brainstorm of the opinions of the participants to get them thinking about goals in the next portion. The Management Team listed their responses first, then the City Council added additional items the following day.

Strengths

- Historic district
- County seat
- BBQ Capital of Texas
- Location to highways
- Tourism
- Small town (family-oriented)
- Growing – room for more
- Desire to manage growth
- Good development process
- Proximity to Austin
- Comparable housing prices
- Existing capacity of utilities
- Easy mobility
- Economic Development Sales tax
- Clark Library
- Baker Theatre
- Ease of developing land (flat)
- Employees who experience long tenure
- Volunteers
- CTR (Chisholm Trail Roundup) & other local events
- Community support
- Recognizable court house
- Movies / film production (TFC)
- Long-term water planning
- High-level financial planning
- Competitive building / development fees
- "Real" city with well-managed growth
- New energy
- Proximity to large cities / airport
- New residents – new ideas – changing priorities
- Diversity
- First Friday Downtown Event

Weaknesses / Challenges

- Incentives – Economic Development lack of use
- Technology – aging equipment and software
- Infrastructure
- Facilities – condition / maintenance
- Competitive salaries within region
- Training opportunities
    - Professional development
    - Budget
- Closed minds – have always done it this way
- Tourism
- Managing growth
- Need for succession planning
- Public perception influencing job applicant pool
- Weak tax base
- Limited in-town post-secondary educational opportunities
- Lack of retail
- Lack of entertainment (kids)
- Limited grocery options
- City-owned property
- College
- Venue / convention center
- Lack of hotels
- Entryways to community
- Not using TIF financing
- Emerging downtown organization
- How to effectively support increasing, ever-growing number of festivals
    - Create packages for vendors and festivals
- No city recreation programs
- In-kind services
- Very limited public transportation services
- Outdated web information
- Poor communication with citizens

Opportunities

- Expand airport (hangars)
    - Install AWOS (Automated Weather Observing System)
- Improve working conditions of employees
- Proximity to Austin
- Implement first phase of parks master plan
- SH-130 has great properties but not city-owned property
- Undeveloped lots on Square and north / northwest of Square
- Long-tenured elected leadership
- Increase community involvement
- To develop positive relationship with County, School, and organizations
- Quality economic growth
- Franchise recreational or entertainment venues (theaters, bowling, outlets, concerts, water parks)
- Community college campus
- Increased communication needed with ISD for school planning, infrastructure, etc.
- Expand walking / biking opportunities for exercise and community involvement
- Lockhart Springs (natural spring)
- Lockhart State Park transfer to City
- Potential residential development around golf course
- Development within historic district
- School district growth
- Housing growth
- Business growth
- St. Paul Church and other redevelopment opportunities
- Hospital / medical facilities
- Public bathrooms downtown
- Develop Industrial Park
- More involvement with San Marcos Greater Partnership
- Partnership with Austin Chamber
- EDC $ will go further today than in 2 years (spec buildings, parking)

Threats

- Economic recession
- Voter turnout
- Government shutdown
- Citizen input
- Natural disaster
- Leadership in government
- Lack of economic development direction
- Competition from other cities
- Lack of resources
- Building maintenance
- Technology – cyber security
- Surging population
- Infrastructure improvement
- Maintaining reputation
- Planning without follow through
- Lack of educated workforce – skilled labor
- Crime
- Lack of workforce – people
- Retention and hiring
- Youth retention
- School quality
- Lack of industry
- Lack of racial unity
- Micro-managing
- Other utilities providers
- Homeless services – transportation
- Types of future growth

Start/Stop/Continue

The facilitator guided the Management Team through an exercise that challenged them to brainstorm things that the City really needed to begin doing, what they should stop doing that could be a waste of resources, and what must they continue doing, regardless of circumstances. Below are their responses. Note that there are no right or wrong items; these are merely individuals' opinions about the things that should and shouldn't change in Lockhart. Just because one person has a certain opinion on a topic, that does not imply anyone else shared that opinion.

Start

- Space allocation study
- Renovate City buildings – construct
- Downtown bathrooms
- Improve salaries – salary survey
- Staff development program / policies / procedures
- Consistency in purchasing
    - Revamp purchasing policy
- Replacing capital equipment / vehicles – vehicle fund
- Mandatory single stream recycling
- IT department, in-house City Engineer
- New technology in terms of equipment, network, server, software
- Re-assess who is in charge of downtown redevelopment
    - Name which entity (or entities) funds downtown redevelopment initiatives
    - Name which entity (or entities) manages downtown redevelopment initiatives
- 2020 Comprehensive Master Plan Update that includes a future land use plan and map

Stop

- In-house utility billing (consider outsourcing)
- Outsourcing IT (consider bringing in-house)
- Repetitive useless paperwork (paperwork/policies must be updated and streamlined)
- Increasing overtime in fire and police (hire more to fix this issue)
- Using outdated equipment
- Hand -picking collections of recycled goods (business pick up)
- Laying asphalt driveway approaches for “free”
- Demolition of condemned houses – stop doing in-house (needs to be outsourced)

Continue

- Meeting with County, City, School, Chamber, EDC
- Implementing 2020 Plan and Updates
- Attracting businesses – growth
- Providing superior service
- Redeveloping Downtown
- Implement Parks Master Plan
- Being a great place to work
- Public investments along SH-130
- Supporting festivals / movie projects
- Financial planning
- Embracing tourism

Goal 1: Economic Development / Planning

Strategies
1. Partner with LISD and local youth organizations to encourage careers in local emergency services (Fire and Police)
2. Reassess who is in charge of managing and funding downtown development and tourism
3. Attract a post-secondary education campus / facility
4. Complete updating our development ordinances
5. Consider development tools to facilitate attraction / recruitment to SH 130 corridor
6. Bring utilities, assist assembling parcels, rezoning tracts along SH 130
a) Shovel ready
b) Pursue prospects
7. Start investing in more property for growth
8. Explore next industrial park
9. HOT (Hotel Occupancy Tax) Funds – revamp structure
10. Economic Development Strategic Plan
11. Robust LEDC website

Goal #1 KPIs / Metrics:

- ❑ Did we partner with LISD & other youth organizations to encourage emergency services careers?
- ❑ Did we reassess downtown development and tourism initiatives and who leads each?
- ❑ Did we initiate efforts to attract a post-secondary educational institution or facility to Lockhart?
- ❑ Did we completely update our development ordinances?
- ❑ Did we brainstorm development tools for SH-130 development?
- ❑ Did we bring utilities and assemble parcels along SH-130?
- ❑ Did we develop shovel-ready development sites?
- ❑ Did we market those sites to prospective investors?
- ❑ Did we develop plans for our next industrial park?
- ❑ Did we revamp the way HOT funds are structured?
- ❑ Did we develop and implement an Economic Development Strategic Plan?
- ❑ Did the Lockhart EDC revamp their website to better attract investment?

Goal 2: Quality of Life / Quality of Facilities

Strategies
1. Invest money to improve the appearance of our town (streets, parks, entry signs)
2. Conduct a Space Study of City Buildings and facilities including City Hall
3. Improve the image of City facilities as needed
4. Update, renovate, and construct City facilities as needed
5. Implement the Parks Master Plan, improving the quality of life for community
6. Conduct a citywide quality of life citizen survey

Goal #2 KPIs / Metrics:

$ amount invested in streets in 2019 and 2020? $_____

$ amount invested in parks in 2019 and 2020? $_____

$ amount invested in gateway entry signs in 2019 and 2020? $_____

# of City facilities we improved the appearance of? _____

- ❑ Which facilities did we improve the image of?
- ❑ Did we implement elements of the Parks Master Plan?
- ❑ Did we secure quotes on a Space Study of City buildings including City Hall?
- ❑ How many City-owned buildings did we renovate or retrofit?
- ❑ Did we conduct a citywide quality of life citizen survey?
- ❑ Did we address levels of service based on the citizen responses we received?
- ❑ Did we address levels of satisfaction based on the citizen responses we received?
- ❑ Did we address areas for improvement based on the citizen responses we received?

Goal 3: Staffing / Personnel

Strategies
1. Consider hiring additional personnel (engineer, IT, etc.)
2. Conduct a staffing study that includes evaluating efficiencies and compensations
3. Right size staffing levels city-wide based on study results
3. Consider starting salaries that compete with surrounding communities
4. Be consistent with staff development / policies / purchasing procedures
5. Implement a staff development program (be consistent)
6. Start developing / preparing current staff to take on leadership roles within the organization in the future
7. Bi-lingual staff
8. Customer service / experience excellence training

Goal #3 KPIs / Metrics:

of new positions in 2019 and 2020? _____

- ❑ Did we perform a staffing efficiency/compensation study?
- ❑ Did we right-size our salaries based on that study by the end of 2020?
- ❑ Did we develop new consistent policies and procedures regarding professional development of staff?
- ❑ Did we develop new consistent policies and procedures regarding purchasing/procurement?
- ❑ Did we create and implement a new staff development program to ensure everyone has training opportunities?
- ❑ Did we begin grooming current staff for future leadership roles?
- ❑ How many staff do we have on a leadership track by the end of 2020?

# of new employees added in 2019 and 2020 who are bilingual? _____

- ❑ Did we deliver Customer Experience Excellence training to every City employee?

Goal 4: Procedures / IT / Software and Hardware

Strategies
1. Conduct a Technology Assessment that yields specific recommendations
2. Improve technology / create specific strategies to have better IT support based on Assessment results
3. Upgrade all technology-related issues as recommended – desktops, servers, software, equipment, and peripherals
4. Start replacing old equipment
5. Provide superior service by keeping technology up to date and being able to communicate with the public (keep an open line of communication through website)
6. Carefully weigh all the pros and cons of considering bringing IT in-house
7. Upgrade the operating system
8. Streamline technology hardware, software processes within the City, based on Assessment recommendations
9. Upgrade all equipment and software and be trained on specific software to be used to maximum potential
10. Explore implementing downtown Wi-Fi

Goal #4 KPIs / Metrics:

- ❑ Did we conduct a Technology Assessment?
- ❑ Did we secure top quality technology support across all departments by the end of 2020?
- ❑ Did we upgrade our desktop computers?

% of employees who received upgraded computers by the end of 2020 (from 2018 numbers)? _____

- ❑ Did we upgrade our servers?
- ❑ Did we upgrade our computer software, subscriptions, and licenses?
- ❑ Did we upgrade our peripherals?
- ❑ Did we upgrade our other technology equipment?
- ❑ Did we establish an IT policy for updates and replacements that will keep us up-to-date from now through the future?
- ❑ Did we carefully weigh all the pros and cons of keeping IT outsourced vs. bringing it in-house?
- ❑ Did we upgrade our City operating system?
- ❑ Did we streamline our City technology processes?
- ❑ Did we secure training for staff to use all new equipment properly and efficiently?
- ❑ Did we investigate implementing WiFi throughout Downtown Lockhart?

Goal 5: Public Safety

Strategies
1. Provide quality public safety to all citizens of Lockhart
a) Develop a specific Retention Strategy first
b) Develop a specific Hiring Strategy
c) Long-term public safety facility planning
d) Develop an equipment replacement schedule
e) Ensure use of best practices / standards (research best practices, then implement)
f) Evaluate Accreditation opportunities

Goal #5 KPIs / Metrics:

# of new law enforcement officers hired in 2019?

# of new law enforcement officers hired in 2020?

% law enforcement officers retained?

# of new firefighters hired in 2019?

# of new firefighters hired in 2020?

% firefighters retained?

- ❑ Did we develop a long-term public safety facilities plan?
- ❑ Did we develop a public safety equipment replacement schedule?
- ❑ Did we implement that new replacement schedule?
- ❑ Did we research and record best practices across the country regarding public safety policy?
- ❑ Did we make any modifications to our public safety policies based on that research?
- ❑ Did we explore and evaluate Accreditation opportunities?

Conclusion

At the end of the planning retreat, the facilitator reminded all the participants that these goals would only be achieved if they held true to their commitments today to implement these specific strategies and tactics.

She reminded them that they are one team working toward one vision. The participants agreed to use this document regularly throughout 2019 and 2020 to track progress and measure accomplishments.

CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)
PRIORITY ORDER

COUNCILMEMBER	PRIORITY	FY 18-19 GOALS
CASTILLO	1	Infrastructure Improvements: streets
GONZALES-SANCHEZ	1	Hire A City Manager
MCGREGOR	1	Economic development, creating and retaining jobs, grocery campaign.
MENDOZA	1	Pay Raise City Employees.
MICHELSON	1	Public relations position/ get the word out about Lockhart (promoting)
WESTMORELAND	1	Infrastructure Improvements: streets
WHITE	1	Economic development, creating and retaining jobs, grocery campaign.
CASTILLO	2	Economic development, creating and retaining jobs, grocery campaign.
GONZALES-SANCHEZ	2	All Department Heads to Budget Salary Increases for all City Employees.
MCGREGOR	2	Work with LISD to establish a community recreation center at the Adams Gym, per under Parks
MENDOZA	2	Economic development, creating and retaining jobs, grocery campaign.
MICHELSON	2	Signage in Lockhart (highway, downtown, and toll) / Wayfinding, branding,,,,)
WESTMORELAND	2	Signage in Lockhart (highway, downtown, and toll) / Wayfinding, branding,,,,)
WHITE	2	Public relations position
CASTILLO	3	Continued police community committee involvement, neighborhood watch, gang awareness
GONZALES-SANCHEZ	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods
MCGREGOR	3	Prepare Fire Station #3 (so we can have existing station remodeled)
MENDOZA	3	Continued police community committee involvement, neighborhood watch, gang awareness
MICHELSON	3	Prepare Fire Station #3 (so we can have existing station remodeled)
WESTMORELAND	3	More enforcement of codes directed at unsightly properties
WHITE	3	Wayfinding, branding, develop new entry sign and city markers
CASTILLO	4	City Facilities: Maintenance and repairs
GONZALES-SANCHEZ	4	Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city.
MCGREGOR	4	Public relations position work with social media/ get the word out about Lockhart
MENDOZA	4	City Facilities: Maintenance and repairs

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CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)
PRIORITY ORDER

COUNCILMEMBER	PRIORITY	FY 18-19 GOALS
MICHELSON	4	Refurbish City Hall inside (making it more inviting)
WESTMORELAND	4	Move forward with St Paul property project
WHITE	4	Park improvements- consider medium to long range plan for Town Branch development
CASTILLO	5	Affordable housing
GONZALES-SANCHEZ	5	Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot additional money for registration fees and course material.
MCGREGOR	5	Free public wifi on the square
MENDOZA	5	Parks improvements
MICHELSON	5	Continued police community committee involvement, neighborhood watch, gang awareness
WESTMORELAND	5	Angled parking downtown: N Main and N Commerce Sts(change during downtown drainage project)
WHITE	5	Continued police community committee involvement, neighborhood watch, gang awareness
CASTILLO	6	Wellness for employees

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CITY COUNCIL FY 18-19 GOALS

Category Order and Comments by City Manager

Council agreed at February 13 meeting that each Councilmember will submit at least 5 category goals in priority order to the City Manager to be considered by Council at first meeting in March, 2018

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Improve communication between City and Chamber of Commerce	In-House	Chamber
		City Facilites	GF	City Bldgs
		Refurbish City Hall inside (making it more inviting)	Gen Fund	City Bldgs
		Prepare Fire Station 3 (so we can have main station remodeled)	Gen Fund	City Bldgs
		Hire A City Manager. Hire a City Manager that is Well Rounded and Experienced and Will Help our City to Continue to Grow for the right and positive reasons. To hire a City Manager that will allow our Department Heads to Grow and Improve Our Departments with their recommmended suggestions not only from our department heads but from our employees. Working Smarter not Harder.	GF	City Manager
		More code enforcement of codes directed at unsighlty properties	In-House	Code Enforc
		Continue demo of unsafe structures and pursue liens aggressively	GF	Code Enforc
		Convention Center. Our city is growing and there are too many events, programs and conferences that are going to other surrounding areas to have these events and those surrounding area businesses are benefitting and money is being spent in those areas instead on money being spent in our city. Granted, we do have meeting facilities in our city but these meeting facilities do not accommate the number of people for the above events that have been mentioned.	GF	Convention Center
		Downtown improvements-lighting, pedestrian safety, south plaza idea? Sculpture? Sidewalk mosaics?	GF	Downtown
		Economic development, creating and retaining jobs, grocery campaign	general fund, LEDC	Econo Devl
		Economic Development	GF	Econo Devl
		Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl
		Economic Development: Recurit more businesses especailly retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and speciality shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the speciality shops and boutiques in or around the sqaure.	GF	Econo Devl
		Pay raise across the board	GF	Employees
		All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees
		Wellness for employees	GF	Employees
		Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off altenating system, especailly during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees
		Subdivision developemnt to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing
		Infrastructure	GF	Infrastructure
		Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure
		Improve Streets (repairs)	In-House	Infrastructure

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		Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure
		Angled parking for N Main and N Commerce Streets (change during downtown project)	In-House	Parking Downtown
		Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown
		Continue to work on City Park improvements	Gen Fund	Parks
		Revive all City parks	Grants	Parks
		Work with LISD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks
		Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks
		Park improvements - consider medium to long range Town branch development	GF	Parks
		Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks
		Parks Improvemens: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks
		Start Planning for 2040 plan	GF	Planning
		Police	GF	Police
		Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police
		Work with Police Department to bring back drug enforcement program	Gen Fund	Police
		Get back to Neighborhool Townhall Meetings	GF	Police
		Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is alot of training that is free but alot additonal money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilizied by the school as well.	GF	Police
		High School cadet programs for police, fire, EMS	GF	Police/Fire
		Public relations position to deal with social media	GF	Public Relations
		Get the word out about Lockhart (promoting, hiring a Public Relations person)	Gen Fund	Public Relations
		Sidewalk repair and expansion	GF	Sidewalks
		Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage
		Wayfinding, branding - develop new entry sign and city property markers	GF	Signage
		Move Forward with St Paul property project	In-House	St Paul Gift
		Devlop an oral history project to support a future "Walking Tour" app for Lockhart (ECONOMIC DEV/DOWNTOWN)	General Fund/Fundraising	Tourism
		More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourisn
		Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Access to Municipal Court for Utility Payments	In-House	Utility Customers
		Free public wifi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wifi
		Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
BW	7	Improve communication between City and Chamber of Commerce	In-House	Chamber	City Staff works together with Chambers on all their events by being a co-sponsor with many in-kind services. Robert Tobias attends their meetings and periodically makes presentations about Economic Development issues.
JC	4	City Facilities	GF	City Bldgs	Budget for roofs and major repairs
JEFF M	5	Refurbish City Hall inside (making it more inviting)	Gen Fund	City Bldgs	Working on it; repairs to ceiling in progress, restrooms to be refurbished and replace signage with more informative directions.
JEFF M	7	Prepare Fire Station 3 (so we can have main station remodeled)	Gen Fund	City Bldgs	New plans will be prepared working with new Chief who has different ideas than the previous Chief
AGS	1	Hire A City Manager. Hire a City Manager that is Well Rounded and Experienced and Will Help our City to Continue to Grow for the right and positive reasons. To hire a City Manager that will allow our Department Heads to Grow and Improve Our Departments with their recommended suggestions not only from our department heads but from our employees. Working Smarter not Harder.	GF	City Manager	I concur. The current City Mgr has rode back of garbage trucks, climbed electrical poles, worked water/sewer/asphalt/concrete projects, and has been a utility collections clerk, and during these experiences learned the value of suggestions for change that comes from employees in such positions. All department heads/supervisors are encouraged to listen to employees who have constructive ideas that would benefit in performing assigned tasks. City Mgr has also learned there are employees who keep there hands in their pockets and talk while everyone else is working and these are the same ones who are often found to be dishonest in their paperwork, sleep on the job, and have a poor attendance record.
BW	1	More code enforcement of codes directed at unsightly properties	In-House	Code Enforc	Will continue to address as complaints come in and as found during investigation outings.
LW	8	Continue demo of unsafe structures and pursue liens aggressively	GF	Code Enforc	Will continue to address and City Attorney exploring process to recover demolition costs
AGS	11	Convention Center. Our city is growing and there are too many events, programs and conferences that are going to other surrounding areas to have these events and those surrounding area businesses are benefitting and money is being spent in those areas instead on money being spent in our city. Granted, we do have meeting facilities in our city but these meeting facilities do not accommodate the number of people for the above events that have been mentioned.	GF	Convention Center	HOT funds and/or Bond Issue. Maintenance funds will be a minimum of $150,000 annually not including director's salary, utilities, and insurance.
LW	9	Downtown improvements-lighting, pedestrian safety, south plaza idea? Sculpture? Sidewalk mosaics?	GF	Downtown	CAPCOG/CO project will address
LW	1	Economic development, creating and retaining jobs, grocery campaign	general fund, LEDC	Econo Devl	Robert Tobias working with several companies now
JC	2	Economic Development	GF	Econo Devl	See above

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CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
JEFF M	3	Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl	Robert Tobias is involved with the San Marcos Partnership, local chambers, and with downtown businesses on a regular basis. Leads from the Governor's office and the Austin Chamber are also pursued as applicable.
AGS	4	Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the specialty shops and boutiques in or around the square.	GF	Econo Devl	The problem is that many of the property owners downtown do not have the funds to customize their buildings to support specialty shops which most the time are not willing to spend money on a building. Rob Tobias is exploring ways to address this issue.
JUAN M	1	Pay raise across the board	GF	Employees	Estimated Costs Including Benefits: For each 1% for non-civil service= $52,000 For each 1% for civil service = $28,000
AGS	2	All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees	See above
JC	5	Wellness for employees	GF	Employees	City provides good health insurance ($586 per month each) with wellness plans for employees; many Cities have stopped this benefit and only provide a stipend for insurance.
AGS	9	Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especially during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees	City employees with vacation leave and holiday time are off 23 days a year with pay which is more than a month of work days. The only holidays not given that we found are Columbus Day and Texas Independence Day. Employee safety is very important, however, some employees must come in to make conditions safe for residents and to respond to emergency conditions and that responsibility belongs to each department head who determines based on staff levels and skills time off during holiday times.
AGS	6	Subdivision development to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing	6 housing projects in place at different phases. City Manager recommended incentives to builders three years ago which Council approved and during the time it was in place it produced more housing. As a result, more engineering of subdivisions has begun.
JC	1	Infrastructure	GF	Infrastructure	$400,000 or more yearly needed for streets
LW	2	Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure	See above. It will take a major bond issue to address all streets that do not have curbs.
BW	3	Improve Streets (repairs)	In-House	Infrastructure	See above.

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CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure	For streets please see above. Brighter lighting is always a challenge in a city with so many trees. Lockhart still must comply with Senate Bill 5 which regulates power usage. Several cities have passed an ordinance that does not allow for the planting of trees within 15' of the right of way to improve lighting of streets and reduce tree trimming around power lines.
BW	4	Angled parking for N Main and N Commerce Streets (change during downtown project)	In-House	Parking Downtown	Scheduled with downtown improvements. Should also consider making 100 Blocks of N Main and N Commerce one-way and possibly consider other blocks downtown especially north/south streets.
AGS	10	Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown	Scheduled with downtown improvements
JEFF M	2	Continue to work on City Park improvements	Gen Fund	Parks	Master Plan near complete
BW	2	Revive all City parks	Grants	Parks	Master Plan near complete
KM	2	Work with LISD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks	Mayor is visiting with LISD about this
KM	3	Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks	Approx. $100,000 to budget not including equipment and vehicles
LW	3	Park improvements - consider medium to long range Town branch development	GF	Parks	Bond issue needed
KM	4	Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks	Estimate on this property is $ 25000 using used fencing. Maintenance and insurance are also cost factors
AGS	8	Parks Improvements: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks	Master Plan near complete
JUAN M	3	Start Planning for 2040 plan	GF	Planning	Needs to be done
JC	3	Police	GF	Police	Chief Pedraza is working on these issues. Recently issued update that was sent to Council.
LW	4	Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police	See above
JEFF M	4	Work with Police Department to bring back drug enforcement program	Gen Fund	Police	See above
JUAN M	5	Get back to Neighborhood Townhall Meetings	GF	Police	Will get with Chief about this

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AGS	5	Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot additional money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilized by the school as well.	GF	Police	Chief Pedraza reports that Lockhart has two certified mental health officers, and he feels there is sufficient funding for training. He also reports that a new Narcotics Officer would cost about $90,000 for salary/benefits, training, a vehicle, and all required equipment.
LW	10	High School cadet programs for police, fire, EMS	GF	Police/Fire	Will visit with department heads again about this
LW	6	Public relations position to deal with social media	GF	Public Relations	Position would cost with benefits about $45,000 annually and would need more tasks to perform.
JEFF M	6	Public relations position to deal with social media	GF	Public Relations	See above
LW	7	Sidewalk repair and expansion	GF	Sidewalks	Costs average about $25 per linear foot
JEFF M	1	Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage	Wayfinding and Branding Committee in place
LW	5	Wayfinding, branding - develop new entry sign and city property markers	GF	Signage	See above
BW	5	Move Forward with St Paul property project	In-House	St Paul Gift	Working on costs associated with this projects which involve asbestos/lead paint survey and possible abatement, ADA restrooms, ADA entry ramp, kitchen changes, and other repairs.
KM	5	Devlop an oral history project to support a future "Walking Tour" app for Lo	General Fund/Fundraising	Tourism	Could be part of the Wayfinding and Branding Committee tasks
AGS	7	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourism	Chambers receive HOT funds for tourism and City co-sponsors events that contribute to tourism.
JUAN M	4	Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers	Have pursued this in the past. Requires a Board or Committee that is willing to take on the tasks of selecting who and how much help can be provided to customers. Some Cities allocate the funds to existing organization that is willing to take on the project.
BW	6	Access to Municipal Court for Utility Payments	In-House	Utility Customers	Working to this; advertisements and office training needed.
KM	1	Free public Wi-Fi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wi-Fi	County Judge had indicated to Mayor that the County could do this.
JUAN M	2	Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi	See Above

8:56 AMU:\Vance Files\1A Public Works\City Council\Goals and Objectives\FY 18-19\COUNCIL COMBINED FY 18-19 Goals

	LOCKHART CITY COUNCIL FY 17-18 GOALS			
		Category and Priority Order		
COUNCIL MEMBER	PRIORITY	GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers)	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	CATEGORY
BH	3	Continue Improving City Cemetery	with GF Expiring debt saving and/or Cemetery Tax	CEMETERY
Jeff M	2	Refurbish City Hall in the inside (to make more inviting to the public) as well as doing some landscaping outside		CITY BLDGS
BW	3	Spruce up and clean up City properies		CITY BLDGS
BH	4	Improve City Facilities Appearance	General Fund	CITY BLDGS
JC	4	City Facilities		CITY BLDGS
AGS	10	Convention Center		CONVENTION CTR
JC	2	Crime		CRIME
AGS	4	Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is alot of training that is free but alot additonal money for registration fees and course material.		CRIME
Jeff M	4	Work with Police Department to bring back drug enforcement program		CRIME
LW	8	Fund for helping utility customers in need	???	CUSTOMER SERV
BW	2	Continue to change angle parking downtown: 200 Blk S Main, 100 Blk N Main, 100 Blk N Commerce, 200 Blk E Market; little time and expense invovled		DOWNTOWN
LW	2	Downtown improvements,bathrooms, electric, pedestrian safety, beautification, wifi, lighting	??	DOWNTOWN
AGS	9	Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic		DOWNTOWN
LW	1	Expanding economic development department, budget, office, staff?, marketing	General fund, LEDC	ECCONOMIC DEV
AGS	3	Economic Development: Recurit more businesses especailly retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and speciality shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city.		ECCONOMIC DEV
JC	3	Economic Development		ECCONOMIC DEV
AGS	5	Subdivision development to attract more businesses to Lockhart.		ECCONOMIC DEV
JM	5	Set up meetings with developers for more retail space shopping centers along US 183		ECCONOMIC DEV

	LOCKHART CITY COUNCIL FY 17-18 GOALS			
		Category and Priority Order		
COUNCIL MEMBER	PRIORITY	GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers)	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	CATEGORY
AGS	6	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants)		ECCONOMIC DEV
AGS	1	All Department Heads to Budget Salary Increases for all City Employees.		EMPLOYEES
JM	1	City Employee Raises		EMPLOYEES
JM	2	House or fund gym membership/space (weight rm) in Senior Center area (cardio machine) for City employees		EMPLOYEES
AGS	8	Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especailly during the holidays.		EMPLOYEES
BW	1	ENFORCE ordinances that pertain to unsightly properties all over town		ENFORCEMENT
Jeff M	1	Enforce city ordinance regarding residential property		ENFORCEMENT
Jeff M	3	Continue to work on City Park improvements		PARKS
JM	3	Do inventory of City properties to idenify areas for pocket parks	LEDC funds	PARKS
LW	3	Park improvements	General fund	PARKS
BH	5	Parks Improvements	General Fund	PARKS
JC	5	Parks		PARKS
AGS	7	Parks Improvemens: Purchase and update the park equipment to provide safe and fun filled parks for all to use.		PARKS
LW	7	Town branch cleanup and beautification	???	PARKS
JM	4	Start process of Funding Sidewalks east of 183 connecting to the US 183 sidewalks		SIDEWALKS
LW	6	sidewalk repair and expansion	general fund bond	SIDEWALKS
BH	1	IMPLEMENT SIGNAGE IN LOCKHART	General Fund (LEDC) and/or Hotel Tax	SIGNAGE
LW	4	wayfinding, branding	general fund	SIGNAGE
LW	5	Entry signs	general fund	SIGNAGE
Jeff M	6	Signage on Highway 183 and SH130 = directing people to Lockhart		SIGNAGE
BW	4	Pursue opportunity to move Senior Citizens' Center to St Paul United Church of Christ Property		SR CITIZENS CTR
JC	1	Roads	Grants or impact fees	STREETS/INFRAS
AGS	2	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods		STREETS/INFRAS
BH	2	Continue improving City Streets	Increase Transportation Fund	STREETS/INFRAS
Jeff M	5	Continue to make improvements and redoing our city streets		STREETS/INFRAS

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm

Priority	Council Person	Goals Submitted	City Manager Comments
1	Castillo	Infastructure	Complete 2015 CO projects and need budget of $250,000 per year for streets, continue water and sewer main replacements; continue electric distribution maintenance plan-get new substation on line. Replace bad water raw water mains and find additional water for the future.
1	Gonzales-Sanchez	Department Heads to Budget Salary Increases for city employees so that we can keep our current city employees.	Est Cost Per % Increase Annually: Gen Fund (Not Civil Serv) $ 29,000; Gen Fund Civil Serv $ 24,000; Other/Utilities: $ 15,000- Add'l
1	Hilburn	Improve City Cemetery with GF Expiring debt saving and/or Cemetery Tax	Cemetery Tax up to 5 cents allowed by State Law. Expiring GF debt committed to Police and Fire increased pay rates. ($132,000)
1	Mendoza	Find ways to use activity center for multi-purpose use. (basketball, volleyball). Funding source: Different companies in town	If approved by Council staff would approach local businesses
1	Michelson	Continue to improve infrastructure (drainage, street repairs) throughout the city	Complete 2015 CO and budget $250,000 per year for street materials
1	Westmoreland	Enforce ordinances that pertain to unsightly properties all over town. Make homeowners/residents (because some may be renters) take pride in their environment. It is an eyesore to drive around town and see overgrown properties, junked cars, and stacks of trash on porches, in yards and driveways. All levels of socio-economic residents in this town have shown evidence of being disrespectful to their environment.	City has no esthetics ordinance currently. The term "unsightly" is subjective and is difficult to prove in court.
1	White	Economic Development-expanding budget to get staff qualified to help Sandra with recruitment, working with LEDC to either build Spec building or invest in more property, Main St program to relieve Sandra of a lot of those duties	Main Street Program would require another person and funding to work with local businesses while Economic Development would conscentrate on new businesses and new jobs
2	Castillo	Economic Development	Need 12-15,000 sf of retail spaces with reasonable lease per sf and buildings that are 20 to 50,000 sf for industrial and maunufacturing
2	Gonzales-Sanchez	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	Complete 2015 CO projects and need budget of $250,000 per year for streets, continue water and sewer main replacements; continue electric distribution maintenance plan-get new substation on line. Replace bad water raw water mains and find additional water for the future. Most streets that lack curbing will need to be totally reconstructed. Brighter LED lights being experimented with since costs have come down.
2	Hilburn	Implement City Signage	Initial required funds up to $40,000 if City Crew does the work; total cost could be more than $70,000
2	Mendoza	New Park equipment. Funding Source: Each Councilmember responsible for a park and finding funding sources	Estimate: $ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
2	Michelson	Continue to improve ways to attract businesses to Lockhart	Need more 12-15,000 sf of retail spaces with reasonable lease per sf and buildings that are 20 to 50,000 sf for industrial and maunufacturing
2	Westmoreland	Create a policy for the residency of future admininstrative positions to live within the Lockhart city limits. If an administrator wants to be employed by the City of Lockhart, they need to reside here. Sharing in the daily lives of our citizens seems crucial to making decisions about Lockhart. They are paid by city taxes.	It is not legal to require all department heads to live in the City limits; only the City Manager is required to do so. All non-24 emergency response employees must live within 25 mintues of City Limis
2	White	Continue street rehab	Need $ 250,000 annually minimum for street work materials
3	Castillo	City Facilites	Not sure what this includes; can asses all departments for physical needs
3	Gonzales-Sanchez	Economic Development: Recurit more businesses especailly retail and continue efforts ; contact existing and vacant bldg owners to see if they are willing to work with City to bring these small retail businesses, as well as industrial; possibly purchasing two downtown county buildings when on the market for possible new businesses in the downtown area. Stronger platform with LEDC with methods to sell Lockhart and attract businesses.	LEDC could fund another report but the company says our numbers still should be good. Costs estimated $22,500 for updating data and recruitment. Prime softgood companies constantly want to be on Highway 183 in 12-15,000 sf and at a reasonalbe cost per sf plus higher traffic counts.

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm

Priority	Council Person	Goals Submitted	City Manager Comments
3	Hilburn	Continue improving city streets: Increase Transportation Fund	Current transportation monthly rate is $ 4 for residential and others; $260,000 annual which helps fund labor and equipment, but is not sufficient for materials. Another $250,000 for materials is needed annually.
3	Mendoza	Wi-Fi Free Zones Downtown Square. Funding source City Budget, School District, Downtown sponsors	Rough estimate is about $12,000
3	Michelson	Refurbish City Hall	If atrium removed, add more offices estimated at $45,000 and more outside landscaping estimated at $ 5,000; elevator going in with improvements to restrooms and offices
3	Westmoreland	Approach interested and future businesses cordially. Stringent ordinances (and the way they are approached), scare off some businesses. Let's be friendly in a positive way.	City Mgr respectfully requests names of such businesses. He has met with 18 business representatives over past 15 months that were looking at Lockhart but did not come. Except for the non-residential exterior building esthetics ordinance, none of them indicated a problem with the current ordinances or with staff. The main problems were high land prices and the lack of "ready built retail and industrial buildings", and traffic counts were not high enough. Most thought the impact fee schedules were very reasonable compared to other cities. Will continue to work toward friendlier customer service with simplified ordinances.
3	White	Park master plan to consider park bond issue, recreation dept and staff issues	Master Plan estimate: $ 45,000, recreation dept est at least $ 60,000 for a recreational professional with another $30,000 for equipment and materials
4	Castillo	Employees Wages	Est Cost Per % Increase Annually: Gen Fund (Not Civil Serv) $ 29,000; Gen Fund Civil Serv $ 24,000; Other/Utilities: $ 15,000- Add'l Cost FY 16-17 due to Civil Serv Pay Plan Expansions already apprroved: $ 132,000
4	Gonzales-Sanchez	Police Task Force: Budget extra funds to bring back a much needed Police Task Force to address any drug and gang related problems this city is being faced with especially on the East side of our city. Possibly ask the County to assist with funding.	Initial required funds up to $40,000 if City Crew does the work; total cost could be more than $70,000
4	Hilburn	Continue working on bringing industry to Lockhart: Continue supporting Ms. Mauldin	LEDC is will have sufficient funding to be more aggressive starting FY 16-17
4	Mendoza	Training Start up: Neighborhood Watch Training and Program: Police Budget	Have tried Neighborhood Watch Program in past but was not sustained because of lack of participation. Willing to try again.
4	Michelson	Improve signage on HWY 183 as well as SH130 = directing people to Lockhart	Possibly use of some of the KTB grant money
4	Westmoreland	Evaluate and/or change the degree of the angled parking along the 4 blocks off of the square. This would be: Main Street from Market to Prairie Lea Street; Main Street from San Antonio Street to Walnut Street; Commerce Street from Market Street to Prairie Lea Street, and Commerce Street from San Antonio Street to Walnut Street. These parking spaces were made before long vehicles were made! If ther are cars parked on both sides of the streets, only one care can pass through at a time. Then it becomes a one lane street. I have witnessed a differenct angled parking arrangement, and it provides more room and is much safer for the drivers and pedestrians.	Estimate to black out existing thermoplastic markings, redefine layout, and apply new thermoplastic markings with angle parking =$ 12,000; will probably loose 4 spaces per block. 2 on each side
4	White	Branding and wayfinding—may be included in #1	Initial required funds up to $40,000 if City Crew does the work; total cost could be more than $70,000
5	Castillo	Parks	Estimate: $ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
5	Gonzales-Sanchez	Subdivision development to attract more businesses to Lockhart	Working with 6 more subdivisons, either new or expanding, and possibly one more very large one northwest.
5	Hilburn	Improve tourism in Lockhart - City Council continue to work with and encourage Chambers of Commerce to be more involved	Council can make this directive to Chambers when dividing out HOT funds
5	Mendoza	Finding more funding for Retail Market Study. Zip code demographics with reports. Funding LEDC	LEDC could fund another report but the company says our numbers still should be good. Costs estimated $22,500 for updating data and recruitment.

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm

Priority	Council Person	Goals Submitted	City Manager Comments
5	Michelson	Work with LEDC or someone equivalent to build a building to help attract business	Need more 12-15,000 sf of retail spaces with reasonable lease per sf. Most softgood retailers want 12-15,000 on Hwy 183 at a reasonable price and increased traffic volumes
5	White	Sidewalks to include lighting	Funding required; for example San Jacinto to Jr High estimate is $130,000 just for materials along Maple walkway
6	Gonzales-Sanchez	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants)	Initial required funds up to $40,000 if City Crew does the work; total cost could be more than $70,000. Chambers could use HOT for more tourism.
6	Michelson	Continue to work on City Park improvements	Estimate: $ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
6	White	Pursue possible ESD-EMS district	Legal issue with participation by County and City of Luling preferable
7	Gonzales-Sanchez	Parks Improvemens: Purchase more park equipment to provide safe and fun filled parks for all to use.	Estimate: $ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
7	Mendoza	Start Talks With YMCA Austin again. Seek sponsors funding if necessary	Our population hurt in previous discussions, Will pursue again. They usually want commitment for a minimum number of individuals and families depending on population of not only City but its metro area
7	Michelson	Work on building a civic center/ recreation center	$ 9 million plus land $ 2.5 million for about 20,000 sf plus about $240,000 annual maintenance costs and minimum of $60,000 for utilities; estimated revenues offset is about $60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over $500,000 per year to operate its civic center. Revenues not covering costs.
7	White	Cemetery maintenance	Cemetery Tax up to 5 cents allowed by State Law
8	Gonzales-Sanchez	City Hall: Refurbish with Improvements and/or Upgrades	Elevator and improvements to restrooms planned; better offices for Connie and Sandra planned also.
9	Gonzales-Sanchez	Convention Center	$ 9 million plus land $ 2.5 million for about 20,000 sf plus about $240,000 annual maintenance costs and minimum of $60,000 for utilities; estimated revenues offset is about $60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over $500,000 per year to operate its civic center. Revenues not covering costs.
10	Gonzales-Sanchez	Employee: Possible additional Employee Holiday Time off-Alternating system	City emlpoyees now have 12 holidays and 1 personal holiday; time off is granted by seniority with department head responsible for keeping sufficient personnel to serve the public needs. Employees also receive at least 2 weeks of vacation time. Those employees required to work on holidays receive their normal pay plus holiday pay.

City of Lockhart

Future Debt Payments as of 9/30/18

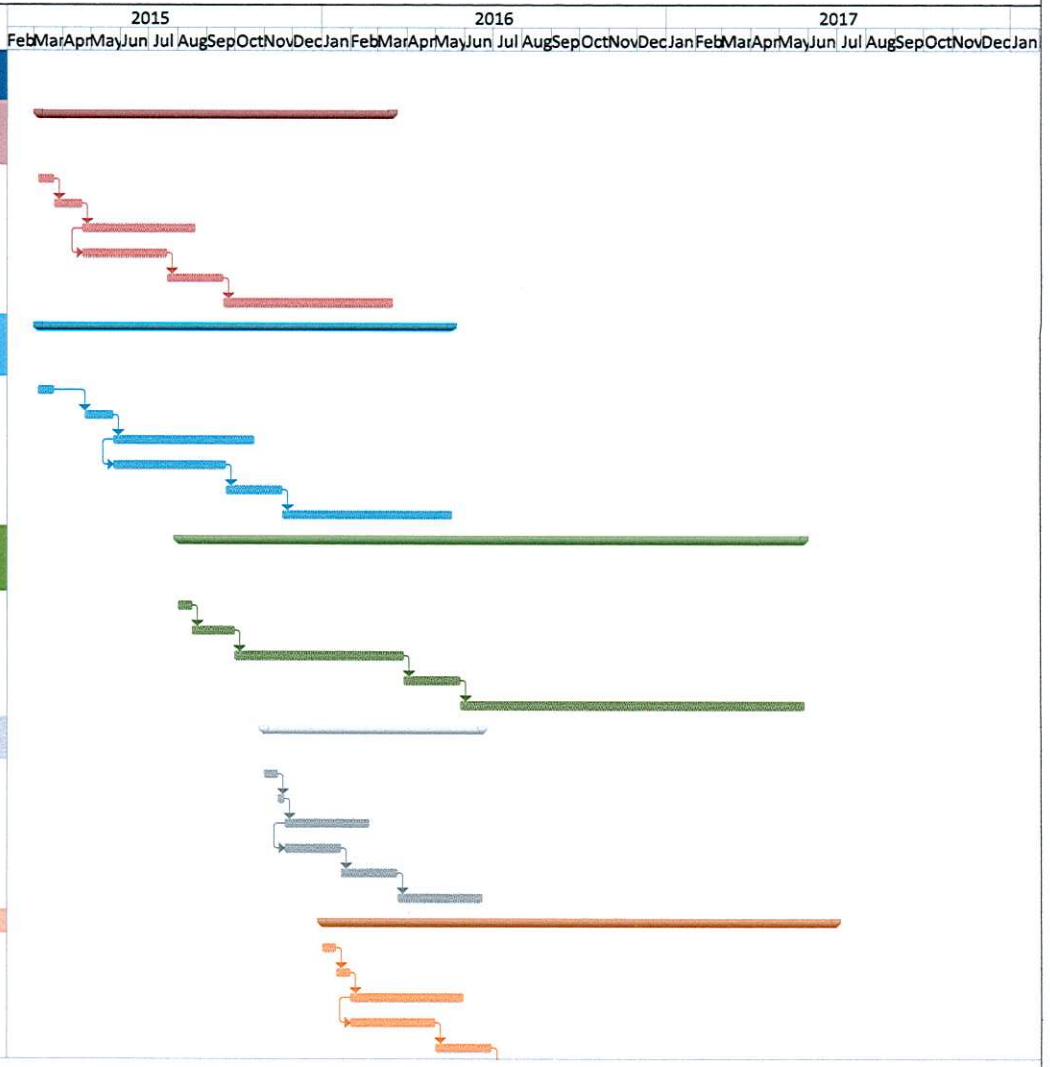
Description		Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
General Government																					
Hotel Tax Fund																					
2016 GO Refunding				40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000								400,000
Total Hotel Tax Fund P & I			-	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	-	-	-	-	-	-	-	400,000
LEDC																					
2015 Tax & Revenue	100.00%		48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,048,596
																					-
Total LEDC Fund P & I			48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,048,596
2015 Capital Projects Fund																					
2015 Tax & Revenue																					-
Total 2015 Capital Projects Fund Fund P & I			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Drainage																					
2015 Tax & Revenue			100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,700,000
																					-
Total Drainage Fund P & I			100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,700,000
General Fund																					
2015 Tax & Revenue																					-
Total General Fund P & I			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund																					
2006 Tax & Rev CO's	100.00%		47,175	50,535	48,690	46,845															146,070
																					-
2006-A Tax & Rev CO's	93.00%		267,890	267,803	267,332	271,128															806,264
																					-
2015 Tax & Revenue	TRNSF		186,594	186,302	186,653	186,945	279,275	279,421	278,487	278,662	278,735	279,261	279,523	291,203	290,590	290,773	290,222	290,798	290,554	291,374	4,548,778
																					-
2015 Tax & Revenue	12.00%		117,779	117,659	117,803	117,923	155,867	155,927	155,543	155,615	155,645	155,861	155,969	160,769	160,517	160,592	160,365	160,602	160,502	160,831	2,567,990
																					-
2016 GO Refunding	74.84%		171,056	346,930	361,150	353,161	656,899	666,927	661,698	666,974	673,111	670,566	678,350	-	-	-	-	-	-	-	5,735,766
																					-
Total Debt Service Fund P & I			790,494	969,229	981,628	976,002	1,092,041	1,102,275	1,095,728	1,101,251	1,107,491	1,105,688	1,113,842	451,972	451,107	451,365	450,587	451,400	451,056	452,205	13,804,868
Total General Government			**938,587**	**1,157,273**	**1,169,731**	**1,164,154**	**1,295,686**	**1,305,945**	**1,299,241**	**1,304,794**	**1,311,046**	**1,309,331**	**1,317,529**	**617,619**	**616,651**	**616,940**	**616,069**	**616,979**	**616,594**	**617,881**	**16,953,464**

Future Debt Payments as of 9/30/18

Description		Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
Proprietary																					
Electric Fund																					
2013 SIB Loan	30.81%		71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152			1,067,268
																					-
																					-
Total Electric Fund P & I		-	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152	-	-	1,067,268
Water Fund																					
2006A Tax & Rev CO's	7.00%		20,164	20,157	20,122	20,408															60,687
2015 Tax & Revenue	49.60%		486,818	486,322	486,917	487,413	644,248	644,496	642,909	643,207	643,331	644,223	644,670	664,510	663,468	663,778	662,842	663,822	663,406	664,800	10,614,362
2016 GO Refunding	21.81%		49,849	101,103	105,247	102,919	191,435	194,357	192,833	194,371	196,159	195,418	197,686	-	-	-	-	-	-	-	1,671,528
2013 SIB Loan	35.80%		82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676			1,240,140
Total Water Fund P & I		-	639,507	690,258	694,962	693,416	918,359	921,529	918,418	920,254	922,166	922,317	925,032	747,186	746,144	746,454	745,518	746,498	663,406	664,800	13,586,717
Sewer Fund																					
2015 Tax & Revenue	4.30%		42,204	42,161	42,213	42,256	55,852	55,874	55,736	55,752	55,773	55,850	55,889	57,609	57,518	57,545	57,464	57,549	57,513	57,643	920,197
																					-
2016 GO Refunding	3.35%		7,657	15,529	16,166	15,808	29,404	29,853	29,619	29,855	30,130	30,016	30,364	-	-	-	-	-	-	-	256,744
																					-
2013 SIB Loan	33.39%		77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102			1,156,537
																					-
Total Sewer Fund P & I			126,963	134,793	135,481	135,166	162,359	162,829	162,457	162,710	163,005	162,968	163,356	134,711	134,620	134,648	134,566	134,651	57,513	57,643	2,333,478
Total Proprietary Fund P & I		**-**	**837,621**	**896,203**	**901,594**	**899,733**	**1,151,869**	**1,155,510**	**1,152,026**	**1,154,116**	**1,156,323**	**1,156,436**	**1,159,539**	**953,049**	**951,915**	**952,253**	**951,236**	**952,301**	**720,919**	**722,443**	**16,987,463**
Grand Total			**1,776,208**	**2,053,476**	**2,071,326**	**2,063,887**	**2,447,555**	**2,461,455**	**2,451,267**	**2,458,910**	**2,467,369**	**2,465,767**	**2,477,068**	**1,570,668**	**1,568,566**	**1,569,193**	**1,567,305**	**1,569,280**	**1,337,513**	**1,340,324**	**33,940,927**

City of Lockhart
2015 BOND PROGRAM

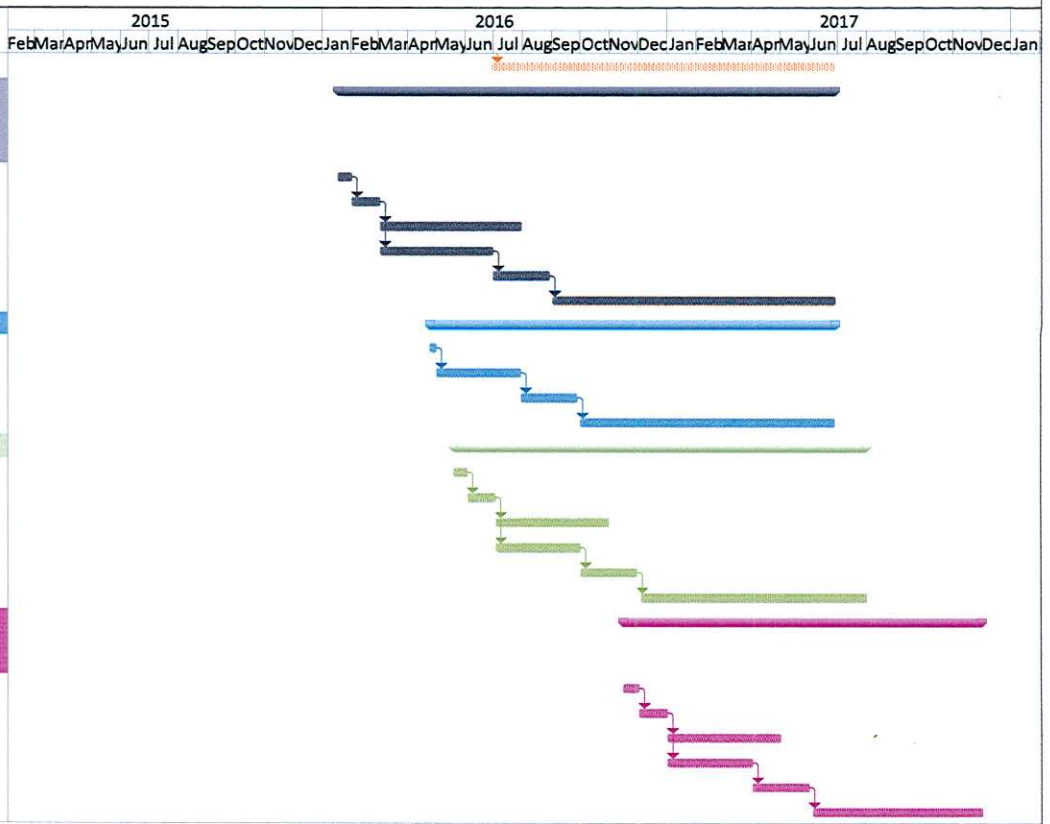
Cost	Notes	Task Name	Duration	Start	Finish
$14,124,890.00		TOTAL PROJECT COST			
$2,068,024.00	1	**DRANING IMPROVEMENTS CONTRACT 1 - Mesquite/Wichita Street & Richland Drive**			
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15
		Survey	30 days	Mon 3/23/15	Tue 4/21/15
		Acquisition	120 days	Wed 4/22/15	Wed 8/19/15
		Engineering Design	90 days	Wed 4/22/15	Mon 7/20/15
		Bid Ad/NTP	60 days	Tue 7/21/15	Fri 9/18/15
		Construction	180 days	Sat 9/19/15	Wed 3/16/16
$1,999,200.00	2	**DRAINAGE IMPROVEMENTS CONTRACT 2 - Century Oaks/Market Street, & Ash/Comal Streets**			
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15
		Survey	30 days	Sat 4/25/15	Sun 5/24/15
		Acquisition	150 days	Mon 5/25/15	Wed 10/21/15
		Engineering Design	120 days	Mon 5/25/15	Mon 9/21/15
		Bid Ad/NTP	60 days	Tue 9/22/15	Fri 11/20/15
		Construction	180 days	Sat 11/21/15	Wed 5/18/16
$3,394,038.00	3	**DRAINAGE IMPROVEMENTS CONTRACT 3 - Downtown Improvements Project**			
		Surveying Proposal	15 days	Sun 8/2/15	Sun 8/16/15
		Survey	45 days	Mon 8/17/15	Wed 9/30/15
		Engineering Design	180 days	Thu 10/1/15	Mon 3/28/16
		Bid Ad/NTP	60 days	Tue 3/29/16	Fri 5/27/16
		Construction	365 days	Sat 5/28/16	Sat 5/27/17
$323,400.00	4	**DRAINAGE IMPROVEMENTS CONTRACT 4 - Medina & US183 Project**			
		Surveying Proposal	15 days	Sun 11/1/15	Sun 11/15/15
		Survey	7 days	Mon 11/16/15	Sun 11/22/15
		Acquisition	90 days	Mon 11/23/15	Sat 2/20/16
		Engineering Design	60 days	Mon 11/23/15	Thu 1/21/16
		Bid Ad/NTP	60 days	Fri 1/22/16	Mon 3/21/16
		Construction	90 days	Tue 3/22/16	Sun 6/19/16
$1,764,000.00	5	**FM 2001 ELEVATED TANK PROJECT**			
		Surevying Proposal	15 days	Sat 1/2/16	Sat 1/16/16
		Survey	15 days	Sun 1/17/16	Sun 1/31/16
		Acquisition	120 days	Mon 2/1/16	Mon 5/30/16
		Engineering Design	90 days	Mon 2/1/16	Sat 4/30/16
		Bid Ad/NTP	60 days	Sun 5/1/16	Wed 6/29/16



Page 1

City of Lockhart
2015 BOND PROGRAM

Cost	Notes	Task Name	Duration	Start	Finish
		Construction	365 days	Thu 6/30/16	Thu 6/29/17
$1,355,516.00	6	**SH130 WATER MAN PROJECT - City Line Rd. to Existing Tank, SH 130 @ Hwy. 142, Borchert/Mockingbird, Control Valves, FM 2001**			
		Surevying Proposal	15 days	Mon 1/18/16	Mon 2/1/16
		Survey	30 days	Tue 2/2/16	Wed 3/2/16
		Acquisition	150 days	Thu 3/3/16	Sat 7/30/16
		Engineering Design	120 days	Thu 3/3/16	Thu 6/30/16
		Bid Ad/NTP	60 days	Fri 7/1/16	Mon 8/29/16
		Construction	300 days	Fri 9/2/16	Wed 6/28/17
$470,400.00	7	**SH130 PUMP STATION PROJECT**			
		Survey	7 days	Mon 4/25/16	Sun 5/1/16
		Engineering Design	90 days	Mon 5/2/16	Sat 7/30/16
		Bid Ad/NTP	60 days	Sun 7/31/16	Wed 9/28/16
		Construction	270 days	Sun 10/2/16	Wed 6/28/17
$859,186.00	8	**SH130/TOWN BRANCH SEWER PROJECT**			
		Surveying Proposal	15 days	Fri 5/20/16	Fri 6/3/16
		Survey	30 days	Sat 6/4/16	Sun 7/3/16
		Acquisition	120 days	Mon 7/4/16	Mon 10/31/16
		Engineering Design	90 days	Mon 7/4/16	Sat 10/1/16
		Bid Ad/NTP	60 days	Sun 10/2/16	Wed 11/30/16
		Construction	240 days	Mon 12/5/16	Tue 8/1/17
$1,891,126.00	9	**WATER TRANSMISSION MAIN PROJECT - Water Plant Transmission Main, MLK to FM 20 West Transmission Main**			
		Surveying Proposal	17 days	Wed 11/16/16	Fri 12/2/16
		Survey	30 days	Sat 12/3/16	Sun 1/1/17
		Acquisition	120 days	Mon 1/2/17	Mon 5/1/17
		Engineering Design	90 days	Mon 1/2/17	Sat 4/1/17
		Bid Ad/NTP	60 days	Sun 4/2/17	Wed 5/31/17
		Construction	180 days	Mon 6/5/17	Fri 12/1/17



FISCAL YEAR 2021-22 – MID YEAR REPORT

CITY OF
Lockhart
FINANCE

Sales & Property Taxes

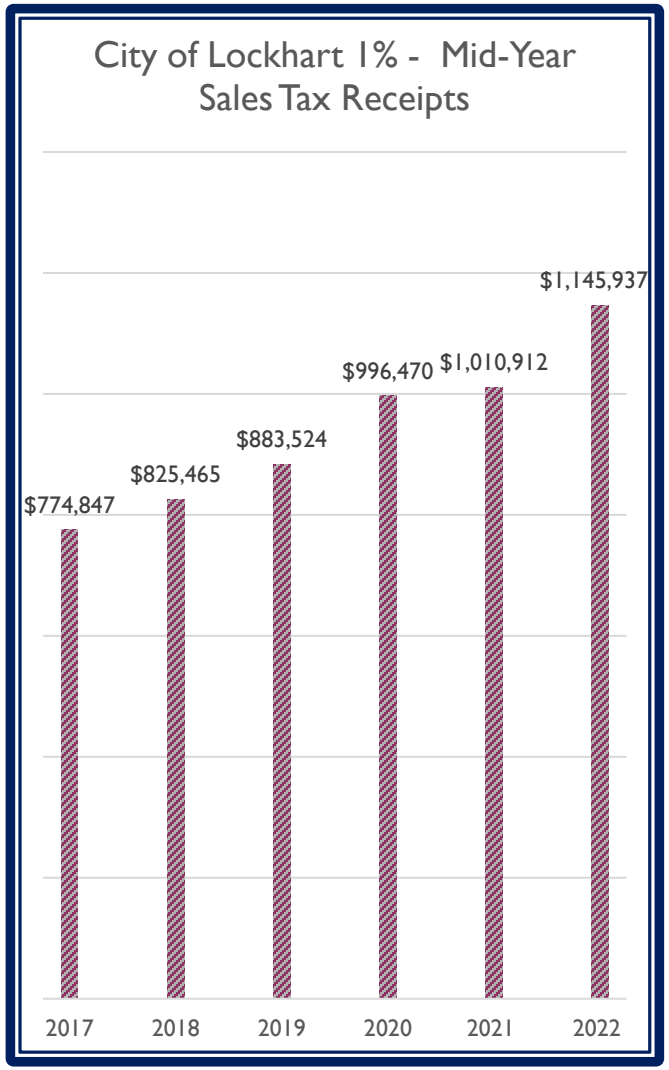
Revenue Charts – General & Utility Funds

General & Utility Fund Expenses

Hotel/Motel Funds

FYE 2022 Revenue & Expenditure Outlook

FY2021-22
MID-YEAR



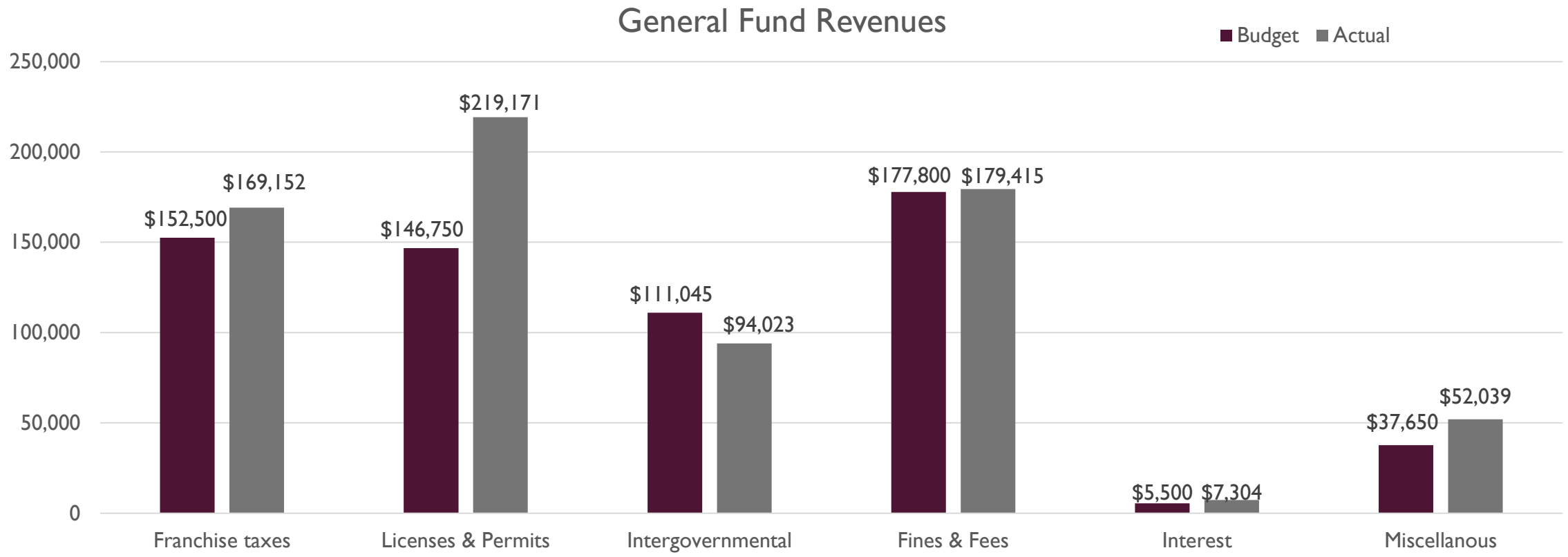
SALES TAX REVENUE – MID YEAR

TOTAL COLLECTIONS TO DATE FOR FY21-22 ARE $1,145,937. THIS REFLECTS A 13.4% INCREASE FROM FY 20-21 YEAR-OVER-YEAR.

THIS SALES TAX REVENUE TO DATE IS 5.39% OVER BUDGETED REVENUES FOR THE FIRST SIX MONTHS OF FISCAL YEAR.

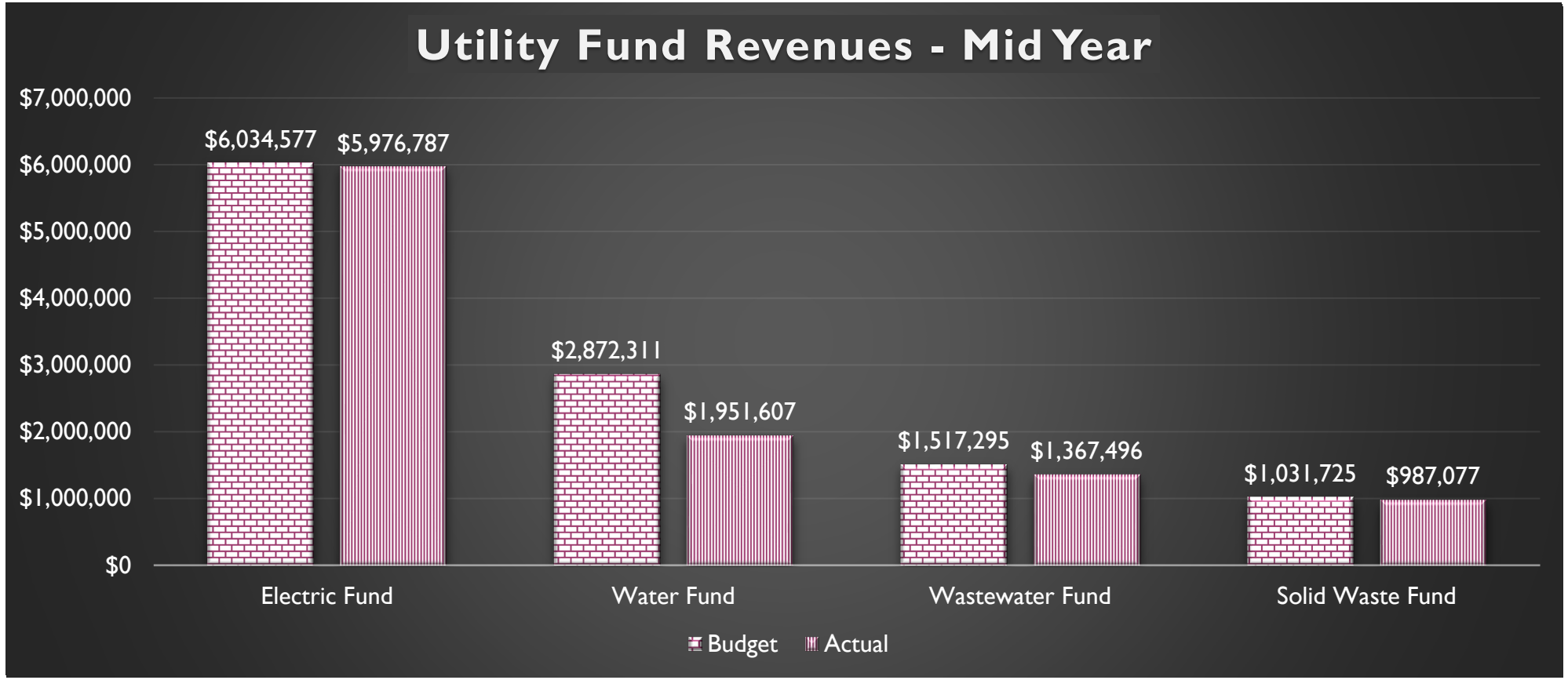
Property Tax Revenues are at 94.3% of budgeted revenues for mid-year - $4,397,226

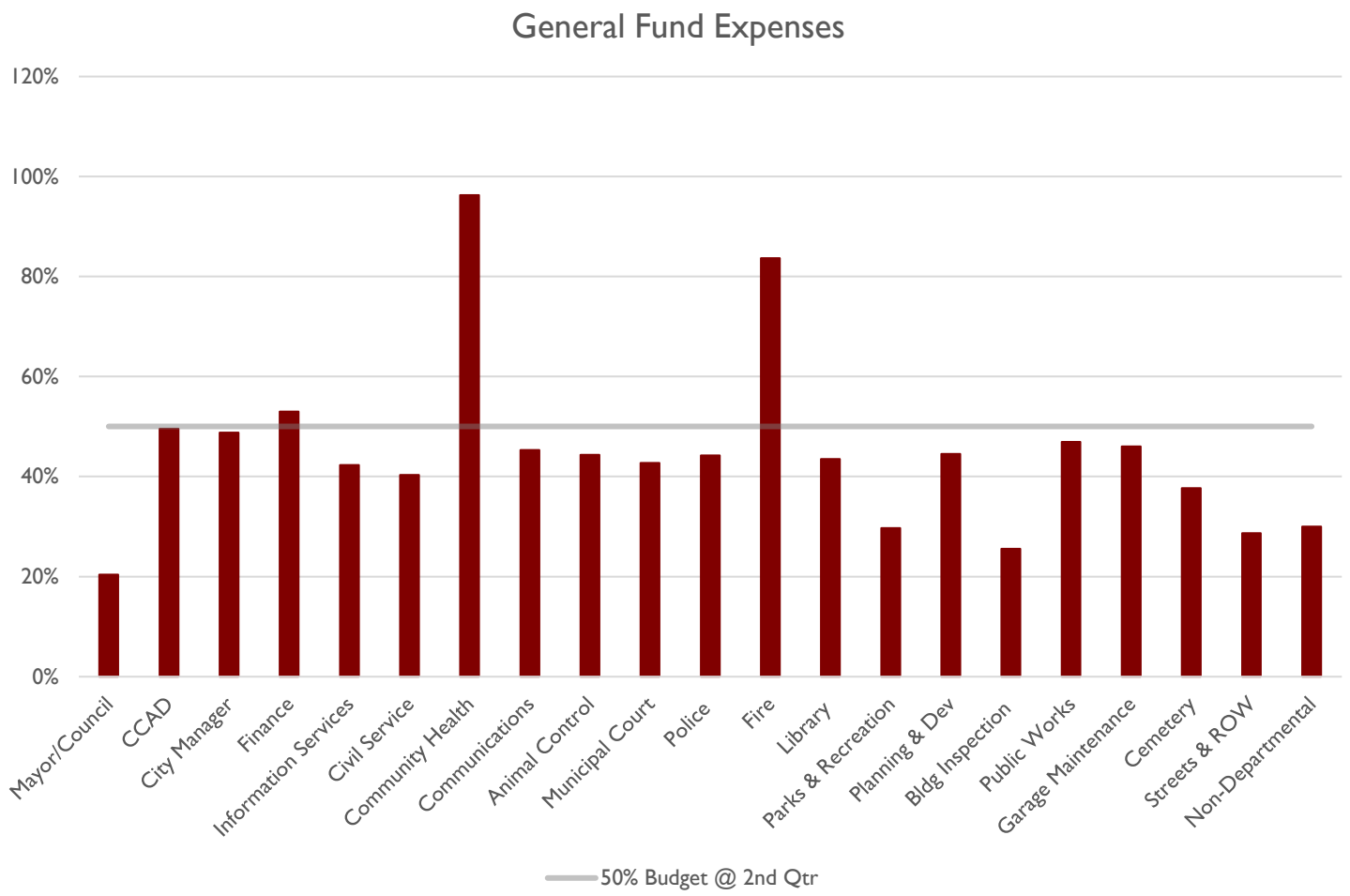
OTHER GENERAL FUND REVENUE SOURCES



Franchise Taxes are at 55.46% of budgeted revenues
License and Permits 24.7% above budgeted revenues.
Intergovernmental – Animal Control department is above the 50% threshold. School Resource Officer revenue is in 3rd quarter of fiscal year.
Fines and Fees are 2.5% above the 50% threshold.
Interest rates are reflected of current increases in the national economy, revenues were budgeted conservatively due to last two years.
Miscellaneous revenues has seen an increase due to expenditure reimbursables such as new transformers in new development.

Historically revenues in the Utility Funds are lower in the first half of a fiscal year due to increase usage expectations during peak summer months. However, all the utility funds are only reflecting a slight decrease from the 50% threshold, so future revenue forecasts across all funds is positive for a surplus year.

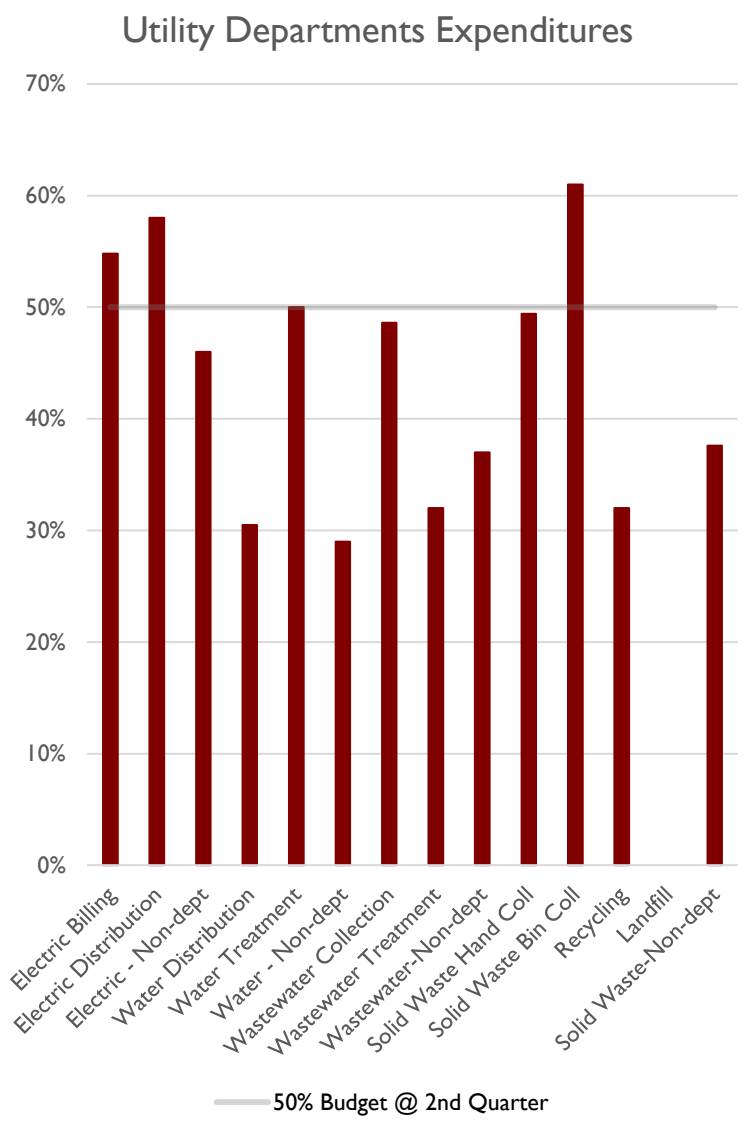




GENERAL FUND EXPENSES–
Departments over 50% @ Mid year

Community Facilities – historically the Technology Center has been located in the Community Center and expenses associated with the internet service has been charged to this division. In the upcoming fiscal year, these services will be appropriated to the Library where the Technology Center currently resides.

Fire Department – the fire truck that was purchased in FY 2021, arrived in Lockhart on October 2, 2021 (FY 2022). The date of possession requires the City staff to enter the purchase on the deliver date. Therefore, the Fire Department budget has increased by $599,815. There will be an amended budget amendment presented to Council in the near future to accurately reflect the Fire Department's expenditures

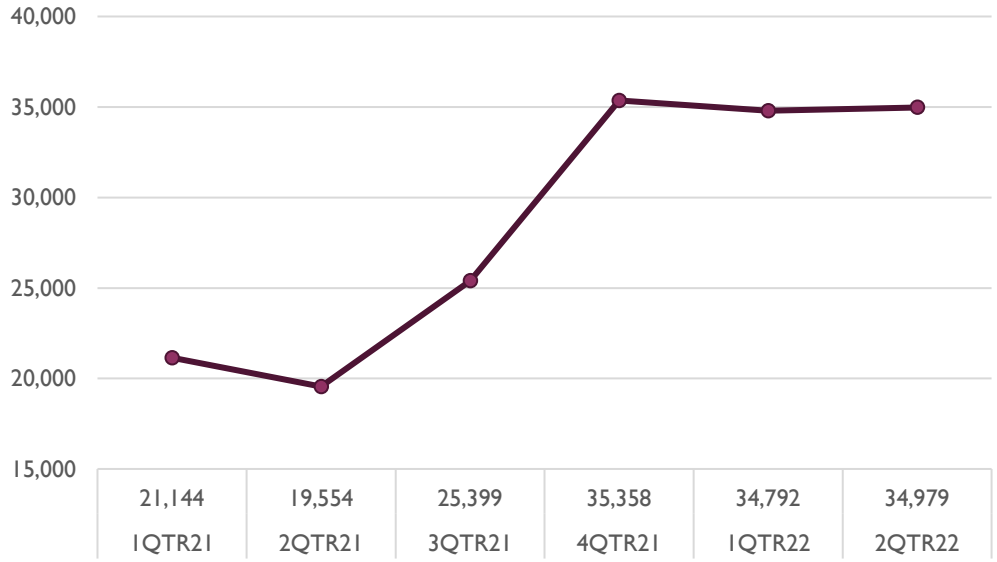


UTILITY FUNDS

Expenditures over 50% at mid year

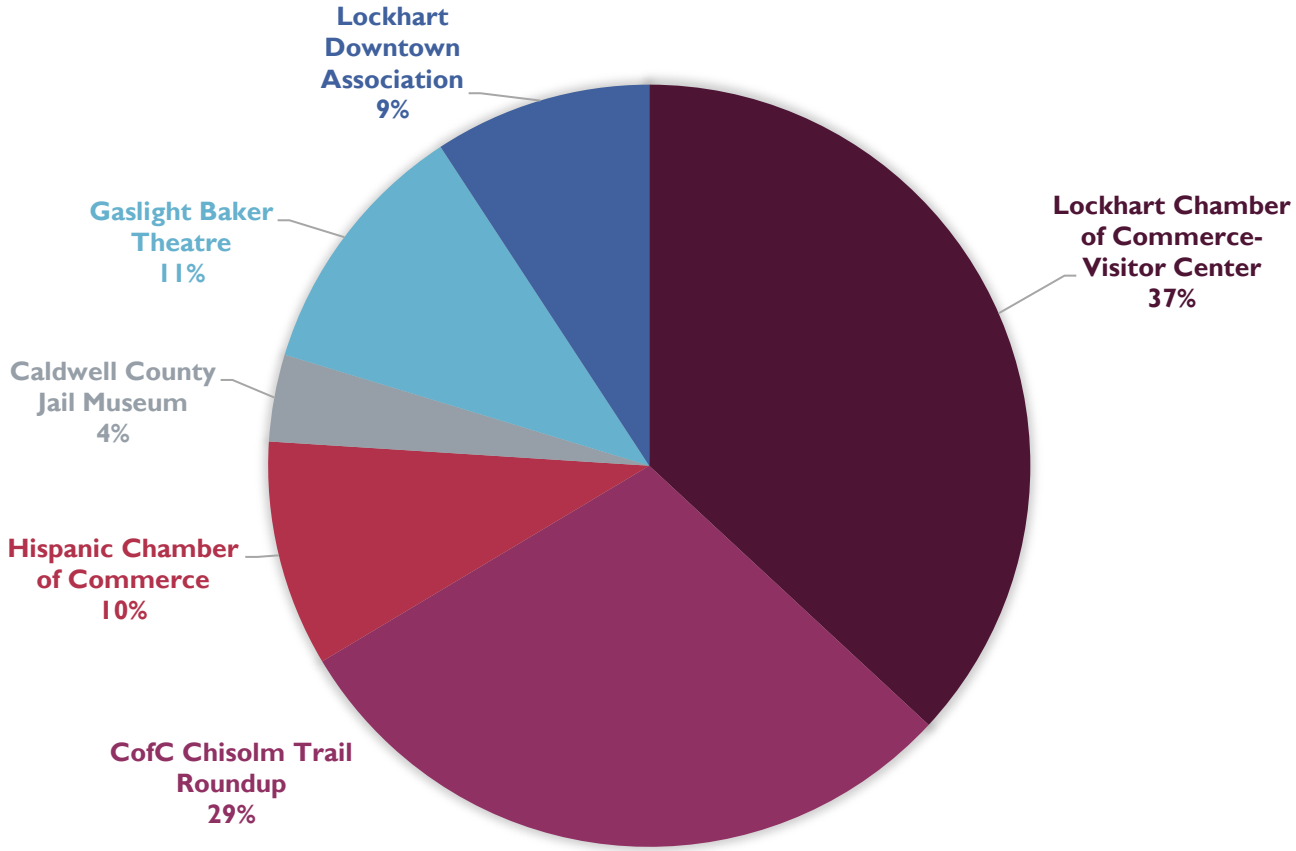
- Electric Billing – new software implementation.
- Electric Distribution – capital projects initiated.
- Solid Waste Bin Collections – billing from CTR is 1.5 months prior to collections.

Quarterly HOT Funds Collection Activity



Due to revenues from STR's and increase in activities in Lockhart since COVID-19, revenues are beginning to return to normal budgeted numbers.

2021-22 Allocation of HOT Funds



FY2022 REVENUE & EXPENDITURE OUTLOOK

- Financial impacts to revenues up to mid year (03/30/22) are historically low in utility funds due to majority of revenues are created during the summer months.
- Financial impacts to expenditures up to mid year are usually from one-time expenditures or annual contracts that are encumbered at the beginning of the fiscal year.
- At mid year, it is the Finance department's analysis that the City of Lockhart will meet budget expectations for fiscal year end in all funds.
- Staff continues to monitor revenues and expenditures in all major funds for any future recommendations for budget amendments to City Manager if required.